

MD CONDOMINIUM RESALE CERTIFICATE

Cross Keys Condominium #1

Current Owner: Elizabeth Morris, Guardian of the Property
Property Address: 50 Palmer Green Ct
Baltimore, MD 21210-1502

Requestor Name: Shannon Stamm
Requestor Phone: 410-296-8440

Date Prepared: 09-25-2025

NOTICE

The seller is required by law to furnish to you not later than 15 days prior to closing certain information concerning the condominium which is described in § 11135 of the Maryland Condominium Act. This information must include at least the following:

- (i) A copy of the declaration (other than the plats);
- (ii) A copy of the bylaws;
- (iii) A copy of the rules and regulations of the condominium;
- (iv) A certificate containing:

- | | |
|--|--|
| 1. The effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the selling unit other than any restraint created by the selling unit owner is as follows: | None |
| 2. The selling unit is subject to a common expense assessment as follows: | \$527.79 due on the first of every month. |
| 3. As of the date of this Certificate, the following unpaid common expenses or special assessments adopted by the council of unit owners that is due and payable from the selling unit owner are: | This account is in collections. Please contact the attorney for balance. Oliveri & Larsen
Timothy Larsen
tlarsen@oandl-law.com (410) 295-3000 |
| 4. Common expense assessments will continue to accrue in the stated amount, subject to the adoption of any budget changes, and will be due and payable by the selling unit owner until the selling unit has been conveyed. | Yes |
| 5. Assessments which become due and payable after the date of this Certificate and prior to the conveyance of the selling unit, and which remain unpaid by the selling unit owner, may constitute a lien against the selling unit. If unpaid, this accrual must be added to the unpaid amount, if any, stated above, as of the date of conveyance of the selling unit. | Yes |
| 6. Other than common expenses and special assessments, the following fees are payable by the unit owners to the Council of Unit Owners: | None |
| 7. Capital expenditures approved by the Council of Unit Owners planned at the time of conveyance which are not reflected in the current operating budget are: | None |

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Cross Keys Condominium #1

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| 8. Attached is the most recently prepared balance sheet and income expense statement (dated as): | July 2025 |
| 9. The current operating budget of the Condominium is attached and is for fiscal year: | 2025 |
| 10. Does the budget include the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund? | Yes |
| 11. Unsatisfied judgments as of the date of this certificate are listed here. As of the date of this Certificate, the Council of Unit Owners is a party to the following pending lawsuits, excluding assessment collection suits: | None known to Management |
| 12. The insurance policies provided for the benefit of the Association can be obtained from: | Schoenfeld Insurance Associates Inc
condo@schoenfeldins.com (410) 602-2000 |
| 13. Per Condominium law, the owner is responsible for up to \$10,000.00 of the insurance deductible. The policy is available for inspection during normal business hours at the offices of D. H. Bader Management, Inc., 10480 Little Patuxent Parkway, 10th Floor, Suite 1000, Columbia, MD 21044. The terms of the policy prevail over the description given in this Certificate. | |
| 14. The Council of Unit Owners has no knowledge that any alteration or improvement to the unit or the limited common elements assigned thereto violates any provision of the declaration, bylaws, or rules or regulations, except for: | None |
| 15. The Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned to the unit, or any other portion of the condominium including any violation of the health or building codes related to asbestos: | None known to management |
| 16. The remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal of it are as follows: | None known to management |
| 17. The recreational or other facilities which are to be used or maintained by the unit owners or the Council of Unit Owners are: | N/A |
| 18. Are these facilities part of the common elements? | Not Applicable |
| 19. State whether the Council of Unit Owners has entered into any agreement that settles or releases the council of unit owners claims related to common element warranties under § 11131 of this title: | None |
| 20. State whether the Board of Directors has disclosed to the Council of Unit Owners in accordance with § 11134.1(c)(2) of this title, the boards intention to enter into an agreement for the purpose of settling a disputed common element warranty claim under § 11131 of this title: | None |

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21. The Council of Unit Owners has caused this Certificate to be prepared in compliance with MD, Real Prop. Code Ann. Section 11-135. To the best of the knowledge, information, and belief of the Board of Directors of the association, and its agents engaged in the preparation of this Resale Certificate, the statements contained in this Certificate are accurate and complete as of the date of issuance.

TO BE COMPLETED BY THE SELLING UNIT OWNER

The selling unit owner has _____, does not have _____ knowledge of any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules and regulations.

The selling unit owner has _____, does not have _____ knowledge of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit.

The selling unit owner has _____, does not have _____ knowledge that the unit is subject to an extended lease under Section 11-137 of this title or under local law. If so, a copy of the lease is provided.

The selling unit owner has _____, does not have _____ knowledge of the presence of asbestos in the unit. If the selling unit does have the presence of asbestos in the unit, provide a description of the location of the asbestos, and whether abatement has been performed in the unit during the occupancy of the owner.

Selling Unit Owner

You will have the right to cancel this contract without penalty, at any time within 7 days following delivery to you of all of this information. However, once the sale is closed, your right to cancel the contract is terminated.

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Cross Keys Condominium #1

Contact Information

The information above was obtained by the following representative of the project's Homeowners Association

Name: *Kristyn Alahouzos

Phone: 301-953-1955 Ext: 315

Title: AR Manager

Date: 09-25-2025

**Kristyn Alahouzos*

Signature

MD CONDOMINIUM RESALE CERTIFICATE

Cross Keys Condominium #1

Comments

Please be sure your Title Company orders a Closing Statement.

Approved Resolutions Cross Keys Condominium #1

Order: 60XJv7K8E
Address: 60 Palmer Union St
Order Date: 09-11-2020
Document not for sale
PleaseVip000000

This document is currently either not available or not applicable for this association.

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Architectural Guidelines

Cross Keys Condominium #1

Order: 33XJVT/35
Address: 69 Fulmer Street, 101
Order Date: 09/11/2020
Document not for resale
HomeVestors of America

Maintenance Procedure for Decking Structure of Building H (Final 7/15/15)

According to Item Fourth on p. 7 of the Condo One Master Deed, the dividing and enclosing fences and decking structure are limited common elements ("LCEs") to be maintained by the Association. "Decking structure" includes the deck supports, surface, rail, gate, and any steps down to the ground from the edge of the deck. Maintenance is defined as power washing, removing or treating mold and algae, and coating. The goal of maintenance is to defer repair and replacement until necessary, when these too are the responsibility of the Association.

To maintain decking structures, the Board will set a standard acceptable to it, applying standard construction costs, design, and finish. The Board will select the finish, inform the Unit Owners, and any Owner may request an exception. If approved, the Owner will be responsible for maintaining the excepted finish coating. The Owner must first agree in writing to this and to return the finish to the standard finish prior to the sale of the Unit, should the Association so require. Any new Owner will assume these responsibilities of the Selling Owner.

Maintenance will be done as needed and scheduled as determined by the Board's annual inspection. To minimize the loss of use to Owners who would like to enjoy their decks seasonally, and seeking to avoid damage to their flowers and inconvenience to Owners, the Association will schedule maintenance work to be done in the spring before or in the fall after the good-weather and gardening season. The Association will circulate a general notice before maintenance. At least two weeks before the work is to begin, the Association will circulate a detailed maintenance schedule to Owners and ask each Owner to elect and reply to the Association on a written form whether the Owner will either clear his/her deck or prefers that the Association do so as provided below.

The responsibilities of the Unit Owners of Building H are set forth below.

The Unit Owners are responsible for keeping the decks free of debris and leaves at all times. According to the Association's detailed maintenance schedule, before the date work is scheduled to begin on that deck, each Owner is responsible for completely clearing the deck and railing by removing all items. If the owner does not remove items, the Association will have them moved and the cost will be assessed to the owner.

No chiminea, fire pit, pot/kettle or grill of any kind, whether burning firewood, charcoal, gas, or any other fuel, may be used on a deck, and no firewood may be stored on a deck.

Articles of Incorporation

Cross Keys Condominium #1

Order: JWX/VT/185
Address: 50 Palmer Union Pl
Order Date: 09/19/2005
Document not for resale
Home/Windfall

PREINCORPORATION AGREEMENT

THIS PREINCORPORATION AGREEMENT (this "Agreement") made this 30th day of September, 1981, by and among THE VILLAGE OF CROSS KEYS, INCORPORATED, a corporation organized and existing under the laws of Maryland ("VCKI"), having an address at c/o Frederick W. Glassberg, The Rouse Company Building, Columbia, Maryland 21044; THE COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, a condominium regime established pursuant to that certain condominium master deed, dated the 27th day of October, 1971, and recorded among the Land Records of Baltimore City, in Liber 2852, folios 41, et seq., having an address at c/o Mr. Arthur Weiner, Suite 221, The Quadrangle, Village of Cross Keys, Baltimore, Maryland 21210, SHELTER CORPORATION OF CANADA, LIMITED, a corporation organized and existing under the laws of Canada ("Shelter"), having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045, and VILLAGE PROPERTIES OF CROSS KEYS, INC., a corporation organized and existing under the laws of Maryland ("Village Properties"), having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045 (hereinafter, the parties shall be collectively known as the "Sponsors");

WHEREAS, the Sponsors are Lot Owners within the Cross Keys Tract, as those terms are defined in that certain Deed of Declaration and Agreement, dated September 25, 1970, and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 2717, folios 585, et seq. (the "Village Maintenance Declaration"); and

WHEREAS, the Village Maintenance Declaration provides that, upon the written request of any three (3) Lot Owners, there be

responsible for the maintenance and operation of the Common Facilities and Recreational Facilities within the Cross Keys Tract (the "Maintenance Corporation"), all as more particularly defined and described in the Village Maintenance Declaration; and

WHEREAS, the Sponsors agree it is in their mutual best interest to form the Maintenance Corporation in the manner contemplated by Section 8 of the Village Maintenance Declaration; and

WHEREAS, prior to the incorporation of the Maintenance Corporation, the Sponsors wish to express their mutual assent to certain aspects of the structure and operation of the Maintenance Corporation; and

WHEREAS, VCKI, as a Lot Owner, agrees to execute a request for the formation of the Maintenance Corporation upon the express condition that the Maintenance Corporation adopt a declaration and agreement of maintenance specification and enter into a lease as more particularly described in Paragraph 6 herein.

NOW, THEREFORE, WITNESSETH, That in consideration of One Dollar (\$1.00), the premises and other good and valuable consideration, the receipt and adequacy of which are mutually acknowledged, the Sponsors, as Lot Owners under the Village Maintenance Declaration, irrevocably agree and covenant as follows:

1. Capitalized terms used herein shall have the meaning attributed to them in the Village Maintenance Declaration unless specifically defined herein or the context indicates otherwise. The premises of this Agreement shall be a part

2. The formation of the Maintenance Corporation shall be requested by signing an instrument to that effect in the form or substantially in the form attached hereto as Exhibit A.

3. The Maintenance Corporation shall be incorporated in the name of "Cross Keys Maintenance Corporation" pursuant to the laws of the State of Delaware by way of filing the Certificate of Incorporation in the form or substantially in the form attached hereto as Exhibit B. The formation of Maintenance Corporation pursuant to such Certificate of Incorporation is hereby deemed to comply with the terms of the Village Maintenance Declaration and, more particularly, paragraphs 8 and 9 thereof.

4. Immediately prior to the incorporation of the Maintenance Corporation, the Sponsors shall procure the following insurance, to the extent available and at the expense of the Maintenance Corporation:

(a) Public Liability Insurance insuring the Corporation, each Officer, Director, employee, or agent thereof against liability for bodily injury, death, or property damage arising out of the use of any of the Common Facilities or Recreation Facilities with limits of coverage in respect to bodily injury or death of not less than \$1,000,000.00 for any one person and not less than \$2,000,000.00 for any one occurrence and with respect to property damage of not less than \$500,000.00 for any one occurrence;

(b) Workman's Compensation Insurance affording at least such coverage of the Corporation, and its Directors, Officers, employees and agents as required by applicable law;

(c) Officers' and Directors' Liability Insurance for any person, who is or was a Director, Officer or employee of the Corporation, insuring same against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power or would be required to indemnify him against the liability; and

(d) Casualty or Physical Damage Insurance for the Village Club or any other improvement deemed to be part of the Common Facilities or Recreational Facilities in an amount equal to the full replacement value of all such insurable improvements.

5. Pursuant to the first paragraph of Section 9 of the Village Maintenance Declaration, each of the Sponsors shall elect a Director with respect to each Lot owned or a number of Directors not to exceed the total number of Lots owned, if said Sponsor owns more than one (1) Lot, who shall participate in the due organization of the Maintenance Corporation and vote for the initial adoption of the By-Laws of the Maintenance Corporation in the form or substantially in the form attached hereto as Exhibit C. It is agreed and understood that any Sponsor electing more than one (1) Director shall designate the Lot or Lots that each Director is representing and than any Sponsor owning more than one (1) Lot may, if desired, elect one (1) Director for all Lots owned who shall have the full power and authority to cast the total number of votes attributable to those Lots. It is intended by the Sponsors that they shall elect as Directors those persons listed on Exhibit D. Any other Lot Owner may elect a Director in the same manner as the Sponsors.

6. Upon the incorporation of the Maintenance Corporation, the Maintenance Corporation shall (i) adopt forthwith a declaration and agreement of maintenance specification in the form or substantially in the form attached hereto as Exhibit E (the "Maintenance Specification"), (ii) enter forthwith into a lease agreement with VCKI in the form or substantially in the form attached hereto as Exhibit F (the "Gate House Lease"), and (iii) take no action after the Maintenance Specification has been adopted and the Gate House Lease has been entered into which would have an adverse effect upon any of the terms provisions, standards and/or covenants contained therein.

7. The initial Assessed Valuation (full cash value) and the number of Units for each Lot owned by Members within the Cross Keys Tract is set forth on Exhibit G attached hereto.

8. Upon the incorporation of Maintenance Corporation and at all times thereafter, each of the Sponsors shall do all things necessary and proper to cause Maintenance Corporation to adopt and comply with the Maintenance Specification and to enter into and keep in effect the Gate House Lease as set forth in Paragraph 6 above.

9. Upon the incorporation of Maintenance Corporation and until the Corporation's organizational meeting, Columbia Residential Management, Inc., shall be retained to perform all of Maintenance Corporation's liabilities and obligations in connection with the maintenance and operation of the Common and Recreational Facilities within the Cross Keys Tract, all as more particularly defined and described in the Village Maintenance Declaration. It is agreed and understood that the cost of the services provided by Columbia Residential Management, Inc., shall be paid by Maintenance Corporation and constitute an expense of the Corporation.

10. The Common Facilities over which Maintenance Corporation will have maintenance responsibilities include certain parts of the roads servicing the Lots. From time to time, a Lot Owner may determine that it is necessary or appropriate to close temporarily or to relocate permanently a road which runs through its Lot. The parties hereby consent to the temporary closing or permanent relocation by any Lot Owner of a road which is a part of the Common Facilities on the conditions that (i) the temporary closing or permanent relocation will not prevent any Lot from having alternate access to a public road at all times, (ii) any such relocated road shall have equivalent width (subject to the doctrine of De Minimis) and equivalent capacity, (iii) no road may be closed until an alternate road shall be constructed and opened, (iv) any such relocated road shall become part of the Common Facilities and shall be a connective link in the interior road system of the Village of Cross Keys so that each Lot has access to every other Lot, (v) the costs of construction shall be borne by the Lot Owner effectuating any such temporary road closing or permanent relocation and (vi) any Lot Owner may unilaterally waive the benefits derived by it with respect to the foregoing provisions. With respect to the implementation of the foregoing, the parties agree to execute whatever confirmatory instruments that may be reasonably necessary, including, without limitation, amendments to the Village Maintenance Declaration.

11. Damages would be inadequate to compensate any party for a breach of the terms and conditions hereof by any other party. Accordingly, it is agreed that, in the event of any such breach, the party adversely affected thereby may obtain an

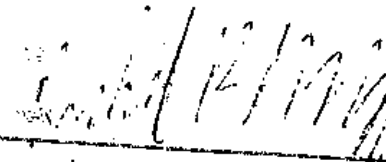
injunction or decree for specific performance in order to provide it with an adequate remedy with respect to such breach.

12. The provisions of this Agreement shall survive the formation of the Maintenance Corporation and shall be binding upon the successors and assigns of the parties hereto, including, without limitation, any condominium regime hereafter created in the Village of Cross Keys by either Shelter or Village Properties, or their respective successors or assigns.

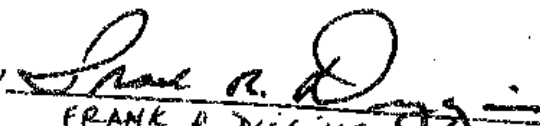
13. The terms and provisions of this Agreement shall be interpreted under the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officer or agents, have executed this Agreement as of the date first-above written.

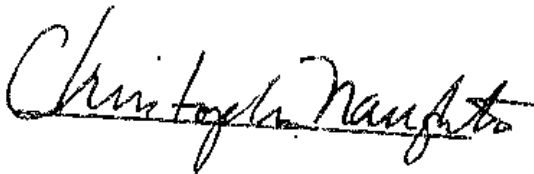
WITNESS OR ATTEST:



Assistant Secretary

VILLAGE OF CROSS KEYS, INCORPORATED

By  (SEAL)
FRANK R. DIGGINS, VICE PRESIDENT


COUNCIL OF UNIT OWNERS OF CROSS
KEYS CONDOMINIUM NO. 1



By  (SEAL)
Arthur A. Weiner, President

SHELTER CORPORATION OF CANADA,
LIMITED



By  (SEAL)
Earl G. Glover, Vice-President

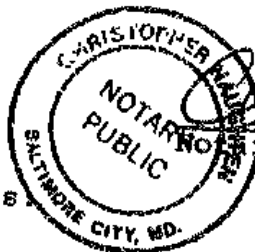
VILLAGE PROPERTIES OF
CROSS KEYS, INC.

Robert R. Kenney By Earl G. Glover (SEAL)
Earl G. Glover, President

STATE OF MARYLAND, Baltimore City COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of October, 1981, before me, a Notary Public for the State of Maryland, personally appeared Frank R. Dugan known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of THE VILLAGE OF CROSS KEYS, INCORPORATED, a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.



My Commission Expires

July 1, 1982

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of October, 1981, before me, a Notary Public for the State of Maryland, personally appeared Arthur A. Weiher known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, a condominium regime organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.



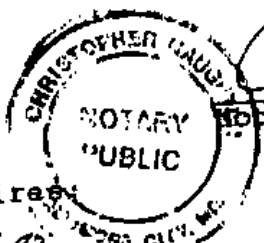
My Commission Expires

July 1, 1982

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of October, 1981, before me, a Notary Public for the State of Maryland, personally appeared Earl G. Glover known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice-President of the SHELTER CORPORATION OF CANADA, LIMITED, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.



Christopher Naughton
Notary Public

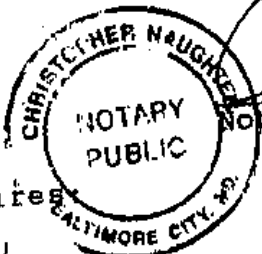
My Commission Expires

July 1, 1982

STATE OF MARYLAND, Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of October, 1981, before me, a Notary Public for the State of Maryland, personally appeared Earl G. Glover known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the VILLAGE PROPERTIES OF CROSS KEYS, INC., a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.



Christopher Naughton
Notary Public

My Commission Expires


July 1, 1982

REQUEST FOR FORMATION OF
MAINTENANCE CORPORATION


As of this 30th day of September, 1981, THE VILLAGE OF CROSS KEYS, INCORPORATED, the COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, SHELTER CORPORATION OF CANADA, LIMITED, and VILLAGE PROPERTIES OF CROSS KEYS, INC., as four Lot Owners in the Cross Keys Tract, as such terms are defined in that certain Deed of Declaration and Agreement, dated September 25, 1970, and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 2717, folios 585, et seq. (the "Village Maintenance Declaration"), hereby irrevocably request the establishment of a Maintenance Corporation, as provided for in Section 8 of the Village Maintenance Declaration; to operate and maintain the Common and Recreational Facilities, as those terms are defined in the Village Maintenance Declaration. The establishment and formation of a Maintenance Corporation affects all Lots shown on the 21st Amended Subdivision Plat of Village of Cross Keys, recorded among the Land Records of Baltimore City in Pocket Folder No. 2744.

This request shall be delivered to Equitable Life Insurance Company of Iowa, Phoenix Mutual Life Insurance Company and the Council of Unit Owners of Harper House Condominium, as the only other Lot Owners, as of this date, in the Cross Keys Tract, or upon the request of any such Lot Owner, to such Lot Owner's designated agent.

WITNESS OR ATTEST:


Assistant Secretary

THE VILLAGE OF CROSS KEYS,
INCORPORATED

BY:  (SEAL)
FRANK R. DIGGINS, VILL. PRES

COUNCIL OF UNIT OWNERS OF CROSS
KEYS CONDOMINIUM NO. 1

Christopher Naughton By: Arthur A. Weiner (SEAL)
Arthur A. Weiner

SHELTER CORPORATION OF CANADA
LIMITED

Robert G. Kemp By: Earl G. Glover (SEAL)
Earl G. Glover, Vice-President

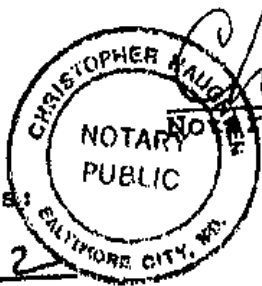
VILLAGE PROPERTIES OF
CROSS KEYS, INC.

Robert G. Kemp By: Earl G. Glover (SEAL)
Earl G. Glover, President

STATE OF MARYLAND, Baltimore City COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of October 1981,
before me, a Notary Public for the State of Maryland,
personally appeared Frank R. Diggins known to
me or satisfactorily proven to be the person whose name is
subscribed to the foregoing instrument, who acknowledged that
he is the Vice-President of THE VILLAGE OF CROSS KEYS,
INCORPORATED, a corporation organized and existing under the
law of Maryland, that he has been duly authorized to execute,
and has executed, the foregoing instrument on behalf of the
said entity for the purposes therein set forth, and that the
same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my Notarial Seal.



My Commission Expires:

July 1, 1982

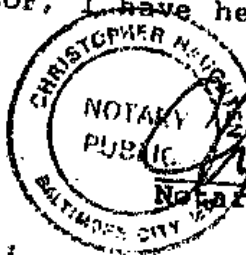
STATE OF MARYLAND,

Baltimore

COUNTY, to wit:

I HEREBY CERTIFY that on this 1ST day of October 1981, before me, a Notary Public for the State of Maryland, personally appeared Arthur A. Weiner known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, a condominium regime organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.



Christopher Naughton
Notary Public

My Commission Expires:

July 1, 1982

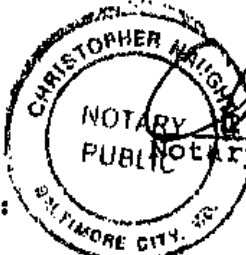
STATE OF MARYLAND,

Baltimore

COUNTY, to wit:

I HEREBY CERTIFY that on this 1ST day of October 1981, before me, a Notary Public for the State of Maryland, personally appeared Earl G. Glover known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice-President of the SHELTER CORPORATION OF CANADA, LIMITED, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.



Christopher Naughton
Notary Public

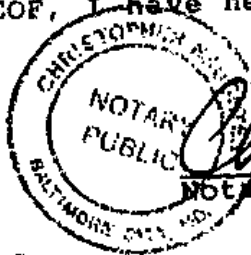
My Commission Expires:

July 1, 1982

STATE OF MARYLAND, ~~Chesapeake~~ Baltimore COUNTY, to wit:

I HEREBY CERTIFY that on this 1st day of October 1981, before me, a Notary Public for the State of Maryland, personally appeared Earl G. Glover known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of the VILLAGE PROPERTIES OF CROSS KEYS, INC., a corporation organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.



Christopher Naughton
Notary Public

My Commission Expires:

July 1, 1982

CERTIFICATE OF INCORPORATION
of
CROSS KEYS MAINTENANCE CORPORATION
* * * * *

I, THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, do hereby certify as follows:

FIRST: The name of the corporation is
CROSS KEYS MAINTENANCE CORPORATION

SECOND: The registered office of the Corporation is to be located at 306 South State Street, in the City of Dover, in the County of Kent, in the State of Delaware. The name of its registered agent at that address is the United States Corporation Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Delaware.

Without limiting in any manner the scope and generality of the foregoing, it is hereby provided that the Corporation shall have the power to own, maintain, operate and equip the Common Facilities and Recreational Facilities of the development known as The Village of Cross Keys, in Baltimore, Maryland, and to do all and everything necessary, suitable and proper for the accomplishment of such purpose.

FOURTH: The Corporation shall not have any capital stock. The conditions of Membership shall be as provided for and stated in the By-Laws of the Corporation.

FIFTH: The name and address of the sole incorporator is as follows:

<u>NAME</u>	<u>ADDRESS</u>
George P. Barker	Suite 812, American City Building Columbia, Maryland 21044

SIXTH: The names and addresses of those persons who are to serve as Directors until the first annual meet-

ing of the Members or until their successors are elected and qualify are:

<u>NAME</u>	<u>ADDRESS</u>
Earl G. Glover	Suite K, 9050 Red Branch Road Columbia, Maryland 21045
Gerald Ryan	Suite K, 9050 Red Branch Road Columbia, Maryland 21045
Arthur A. Weiner	Suite 221 The Quadrangle Village of Cross Keys Baltimore, Maryland 21210
Richard R. Goldberg	The Rouse Company Building Columbia, Maryland 21044
Ronald C. Wickwire	The Rouse Company Building Columbia, Maryland 21044
Francis R. Diggins	The Gate House Village of Cross Keys Baltimore, Maryland 21210

SEVENTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its Directors and Members:

1. The following terms shall have the meanings specified hereinbelow, unless the context otherwise clearly requires:

(a) "Apartment Unit" shall refer to and include a room or set of rooms (including a condominium) equipped with housekeeping facilities and used as a place of residence. For this purpose (3) Hotel Units shall count as one (1) Apartment Unit.

(b) "Assessed Valuation" shall mean the full cash value of the Property owned (or represented) by a Member, as determined for Maryland State and Baltimore City real property tax purposes by the appropriate assessing officials of the Maryland State Department of Assessments and Taxation (or such other agency as may be the assessing official for real property located in Baltimore City, Maryland). The By-Laws of the Corporation shall provide for the procedures pursuant to which Assessed Valuation shall be established for the purposes of determining the number of votes that each Director or Member is entitled to cast at any point in time.

(c) "Deed of Declaration" shall mean that certain Deed of Declaration and Agreement, dated as of September 25 1970, and recorded in the Land Records of Baltimore City at Liber R.H.B. No. 2717, Folio 585, as amended from time to time.

(d) "Hotel" shall mean an establishment that provides lodging, meals, entertainment and personal services to the public, and the term "Hotel Unit" shall mean an individual room or group of rooms rented as a unit used for temporary lodging by the public.

(e) "Lot" shall mean a lot as designated in the development described in the Plat, other than a lot owned by the Corporation.

(f) "Plat" shall mean the subdivision plat recorded on December 19, 1980 among the Land Records for Baltimore City, Maryland in Pocket Folder RHB 2744, which describes a development known as The Village of Cross Keys, Baltimore, Maryland, as such Plat may be amended from time to time.

(g) "Property" shall mean the entire vested fee simple interest in all of the Lots owned by a Member.

(h) "Common Facilities" shall mean roads, street lights, street name signs, traffic control signs, water mains, sanitary sewer mains, storm sewer mains, the "Gate House" and its accompanying facilities and all other gates and/or exits for vehicular and/or pedestrian traffic from the Cross Keys Tract, walkways throughout the Cross Keys Tract for pedestrian traffic, and such other items as may be designated from time to time as "Common Facilities" in the Deed of Declaration.

(i) "Recreational Facilities" shall mean all recreational clubs, facilities for swimming, sun bathing, tennis, locker rooms and light refreshments, and such other items as shall be designated from time to time as "Recreational Facilities" in the Deed of Declaration.

2. Except as expressly set forth in this Certificate, the By-Laws of the Corporation, or as required by law, all activities and affairs of the Corporation shall be managed solely by its Board of Directors.

3. The number of Directors shall not exceed the number of Lots. If a Member owns more than one (1) Lot, he may elect a number of Directors which shall not exceed the number of Lots owned by such Member. Any such Director may represent one (1) or more of the Lots owned by such Member. Any Member electing more than one (1) Director shall designate the lot or

lots that each Director elected by him is representing. The Directors need not be members unless so required by the By-Laws.

4. Except in the case of an election for the purpose of filling a vacancy, all elections of Directors shall be made at the annual meeting of the Corporation to be held on such date as the By-Laws may provide. Each Director shall hold office at the pleasure of, and may be removed and replaced by, the Member that elected him.

5. A Member may elect up to two (2) Alternate Directors for each Director appointed by that Member. An Alternate Director may act as a Director when he is present at a meeting at which the Director for whom he is an alternate is not present. An Alternate Director may execute a written consent of directors upon the receipt of notice by the Corporation from the Member appointing such Alternate Director that the Director for whom he is an alternate is not available. Alternate Directors shall be elected and removed and replaced in the same manner as Directors. This provision for Alternate Directors is included so that Members will not have to be constantly removing and selecting Directors on the basis of availability for a meeting or other corporate action.

6. The number of Directors necessary to constitute a quorum shall be that number of Directors who, collectively, are entitled to cast a majority of the total number of votes entitled to be cast by all of the Directors of the Corporation.

7. Wherever this Certificate of Incorporation, the By-Laws, or applicable law, require a vote or action by the Board of Directors, or whenever it is necessary for the Board of Directors to act on a matter, two-thirds of the votes present at a meeting at which a quorum is present shall be necessary to constitute the action of the Board of Directors and shall be necessary to govern all business and affairs of the Corporation, except as may be otherwise specifically provided by law, by this Certificate of Incorporation or by the By-Laws.

8. Except with respect to matters relating solely and exclusively to Recreational Facilities, on all matters with respect to which consent or approval of the Board of Directors is required, each Director entitled to vote shall be entitled to cast one vote for each One Dollar (\$1.00) of Assessed Valuation upon the Property owned by the Member who elected that Director. With respect to matters relating solely and exclusively to Recreational Facilities, each Director shall be entitled to cast one vote for each Apartment Unit upon the Property owned by the Member who elected that Director.

9. Except in the case of the appointment of Directors, on all matters with respect to which the consent or approval of the Members is required, the total number of votes entitled to be cast by all Members shall be equal to the total number of Dollars of Assessed Valuation upon the Properties of all Members, and each Member shall be entitled to cast one vote for each Dollar of Assessed Valuation upon the Property owned by that Member.

10. The unanimous vote of all Members shall be required to authorize the transfer of all or substantially all of the property and assets of the Corporation, the dissolution of the Corporation, or the merger of the Corporation with or into any other corporation.

11. The provisions of this Certificate of Incorporation and of the By-Laws of the Corporation may be altered, amended, changed, added to or repealed only upon the vote of the Members having at least eighty percent (80%) of the votes of all Members entitled to be cast on such matter; provided that no amendment to this Certificate having the effect of altering, amending, changing, adding to, or repealing the provisions of Paragraph 10 and this Paragraph 11 of this Article SEVENTH, shall be made without the unanimous vote of all Members.

12. The Board of Directors may, by resolution or resolutions, designate one or more committees, consisting of two or more Directors of the Corporation to review any matter directed by the Board of Directors and to make recommendations to the Board for action.

13. The Board of Directors may elect such officers as the By-Laws may specify, who shall, subject to the provisions of the General Corporation Law of the State of Delaware, have such titles and exercise such duties as the By-Laws may provide.

14. The Corporation may, in its By-Laws, confer power upon its Board of Directors in addition to the foregoing, and in addition to the powers and authorities expressly conferred upon them by the General Corporation Law of Delaware; provided that the Board of Directors shall not exercise any powers of authority conferred herein or by statute upon the Members.

EIGHTH: The Corporation shall, to the fullest extent required or permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

NINTH: Meetings of the Members and of the Board of Directors may be held without the State of Delaware. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be from time to time designated by the Board of Directors.

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1051X

TENTH: The Corporation reserves the right to amend, alter, change or repeal, as set out above, any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on Members, Directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the 30th day of September, 1981.


George P. Barker,
Sole Incorporator

9/23/81(1)

BY-LAWS

OF

CROSS KEYS MAINTENANCE CORPORATION

ARTICLE I

DEFINITIONS

Section 1. The following terms shall have the meanings specified hereinbelow, unless the context otherwise clearly requires:

(a) "Apartment Unit" shall refer to and include a room or set of rooms (including a condominium) equipped with housekeeping facilities and used as a place of residence. For this purpose (3) Hotel Units shall count as one (1) Apartment Unit.

(b) "Assessed Valuation" shall mean the full cash value of the Property owned by a Member, as determined for Maryland State and Baltimore City real property tax purposes by the appropriate assessing officials of the Maryland State Department of Assessments and Taxation (or such other agency as may be the assessing official for real property located in Baltimore City, Maryland). The procedures pursuant to which Assessed Valuation shall be established for the purposes of determining the number of votes that each Director or Member is entitled to cast at any point in time are provided for in Section 6 of Article VII of these By-Laws.

(c) "Deed of Declaration" shall mean that certain Deed of Declaration and Agreement, dated as of September 25, 1970, and recorded in the Land Records of Baltimore City at Liber R.H.B. No. 2717, Folio 585, as amended from time to time.

(d) "Hotel" shall mean an establishment that provides lodging, meals, entertainment and personal services to the public, and the term "Hotel Unit" shall mean an individual room or group of rooms rented as a unit used for temporary lodging by the public.

(e) "Lot" shall mean a lot as designated in the development described in the Plat, other than a lot owned by the Corporation.

(f) "Lot Owner" shall mean (i) with respect to any Lot which does not have any condominium regime located thereon, the Person in which is vested or becomes vested a fee simple estate in such Lot, and (ii) with respect to any Lot upon which a condominium regime is located, the Council of Unit Owners (or comparable entity) of said condominium regime. For purposes of these By-Laws and of the Certificate of Incorporation, each Council of Unit Owners (or comparable entity) shall be deemed to own the Lot or Property described in its respective Declaration or Master Deed which created that particular condominium regime.

(g) "Member" shall mean a Person who is a Lot Owner.

(h) "Person" shall mean any person, firm, partnership, proprietorship, or other legal entity.

(i) "Plat" shall mean the subdivision plat filed on December 19, 1980 among the Land Records for Baltimore City, Maryland in Pocket Folder RHB 2744, which describes a development known as The Village of Cross Keys, Baltimore, Maryland, as such Plat may be amended from time to time.

(j) "Property" shall mean the entire vested fee simple interest in all of the Lots owned (or represented) by a Member.

(k) "Common Facilities" shall mean roads, street lights, street name signs, traffic control signs, water mains, sanitary sewer mains, storm sewer mains, the "Gate House" and its accompanying facilities and all other gates and/or exits for vehicular and/or pedestrian traffic from the Cross Keys Tract, walkways throughout the Cross Keys Tract for pedestrian traffic, and such other items as may be designated from time to time as "Common Facilities" in the Deed of Declaration.

(l) "Recreational Facilities" shall mean all recreational clubs, facilities for swimming, sun bathing, tennis, locker rooms and light refreshments, and such other items as shall be designated from time to time as "Recreational Facilities" in the Deed of Declaration.

ARTICLE II

OFFICES

Section 1. Registered Office. The registered office of the Corporation shall be established and maintained at the office of the United States Corporation Company, in the City of Dover, in the County of Kent, in the State of Delaware, and said corporation shall be the registered agent of this Corporation in charge thereof.

Section 2. Other Offices. The Corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time appoint or the business of the Corporation may require.

ARTICLE III

MEMBERS

Section 1. Conditions of Membership. The Corporation shall have one class of Members, and each Lot Owner, as defined in Section 1, Article I hereof, shall be a Member. Members of the Corporation shall have the rights, duties and obligations as set forth in the General Corporation Law of Delaware, the Certificate of Incorporation and these By-Laws.

Section 2. Annual Meeting. The first annual meeting of the Members shall be held as soon as practicable after the first meeting of Directors following the filing of the Certificate of Incorporation. Thereafter,

the annual meeting of the Members of the Corporation shall be held each year during the third month after the close of the Corporation's fiscal year, on a day to be duly designated by the Board of Directors, for the purpose of electing Directors and for the transaction of any other corporate business as may come before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called, at any time and for any purpose or purposes, by the President, by a Vice President, or by the Board of Directors. Special meetings of the Members shall be called forthwith by the President, by a Vice President, by the Secretary, or by any Director of the Corporation, (a) when requested in writing by any Member in accordance with Article IV, Section 3 or Section 4 of these By-Laws or (b) at any time, upon the request in writing of those Members who, collectively, are entitled to cast a majority of the total number of votes entitled to be cast by all Members of record; provided, that no such special meeting shall be called to consider any matter which is substantially the same as a matter voted on at any special meeting of the Members held during the preceding twelve (12) months, unless requested by two-thirds (2/3) of the Members of the Corporation. In any case in which a special meeting is called by written request of the Members, such request shall state the purpose or purposes of the meeting. Business transacted at all

special meetings of Members shall be confined to the purpose or purposes stated in the notice of the meeting.

Section 4. Place of Holding Meetings. All meetings of Members shall be held at the principal business office of the Corporation, or elsewhere in the United States as may be designated by the Board of Directors.

Section 5. Notice of Meetings. Written notice of each meeting of the Members shall be mailed, postage prepaid, by the Secretary, to each Member at his post office address, as it appears upon the books of the Corporation, not less than ten (10) nor more than sixty (60) days before the meeting. Each such notice shall state the place, day, and hour at which the meeting is to be held and, in the case of any special meeting, shall state briefly the purpose or purposes thereof.

Section 6. Quorum. The presence in person or by proxy of those Members who, collectively, are entitled to cast a majority of the total number of votes entitled to be cast by all Members of record shall constitute a quorum at all meetings of the Members, except as may be otherwise specifically provided by law, by the Certificate of Incorporation of the Corporation or by these By-Laws. Notwithstanding the preceding sentence, the presence in person or by proxy of any Member shall constitute a quorum at any special meeting of the Members held solely for the purpose of removing the Director elected by that Member,

or filling a vacancy in the Board of Directors created by the death, disability, resignation or removal of the Director elected by that Member. If less than a quorum shall be in attendance at the time for which the meeting shall have been called, the meeting may be adjourned from time to time by a majority vote of the Members present or represented, without any notice other than by announcement at the meeting, until a quorum shall attend. At any adjourned meeting at which a quorum shall attend, any business may be transacted which might have been transacted if the meeting had been held as originally called.

Section 7. Conduct of Meetings. Meetings of Members shall be presided over by the President of the Corporation or, if he is not present, by a Vice President, or, if none of said Officers is present, by a chairman to be elected at the meeting. The Secretary of the Corporation, or if he is not present, any Assistant Secretary shall act as secretary of such meetings; in the absence of the Secretary and any Assistant Secretary, the presiding officer may appoint a person to act as secretary of the meeting.

Section 8. Voting.

A. At all meetings of Members, every Member entitled to vote thereat shall have one (1) vote for each One Dollar (\$1.00) of Assessed Valuation upon the Property owned by that Member. Such vote may be cast either in person or by proxy duly appointed by an instrument in writing sub-

scribed by such Member, or his duly authorized attorney, and bearing a date not more than three (3) years prior to said meeting unless said instrument expressly provides for a longer period. Such proxy shall be dated, but need not be sealed, witnessed or acknowledged.

B. For the purpose of electing Directors, and for no other purpose, the following provisions shall govern. If a Member owns more than one (1) Lot, he may elect a number of Directors which shall not exceed the number of Lots owned by such Member. Any such Director may represent one (1) or more of the Lots owned by such Member. Any Member electing more than one (1) Director shall designate the Lot or Lots that each Director elected by him is representing. Any Director shall have the full power and authority to cast the total number of votes attributable to the Lots that he is representing. In the event an individual elected as a Director thereafter shall cease to be a Director (whether by reason of his death, disability, resignation, removal, or for any other reason whatsoever) then, in such event, the Member who had the right to nominate and elect such former Director shall have the right (to the exclusion of all other Members) to nominate and elect a Director to fill the resulting vacancy, at any annual or special meeting of Members. All other questions properly before the Members shall be decided by two-thirds of the votes cast at a duly constituted meeting, except as may be otherwise specifically provided by law, by the Certificate of Incorporation of the Corporation or

by these By-Laws. If the Chairman of the meeting shall so determine, a vote by ballot may be taken upon any election or matter; a vote by ballot also shall be taken upon the request of those Members entitled to cast at least ten percent of the votes present at the meeting on such election or matter. The Chairman may appoint one or more tellers of election. In such event, the proxies and ballots shall be held by the tellers, and all questions as to the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the tellers. If no teller is appointed, the foregoing duties shall be performed by the Chairman.

Section 9. Informal Action by Members. The Members have the right to make use of the unanimous consent procedure set forth in Section 228(b) of the General Corporation Law of Delaware, as from time to time amended, whenever they so desire.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The property and all business and affairs of the Corporation shall be managed under the direction of the Board of Directors of the Corporation. The Board of Directors shall exercise all of the powers of the Corporation except such as are by law or by the Certificate of Incorporation of the Corporation or by these By-Laws expressly conferred upon or reserved to the Members.

Section 2. Number and Term of Office. The number of Directors shall not exceed the number of Lots. Directors need not be Members. The Directors shall be elected each year at the annual meeting of Members, except as herein provided, and each Director shall serve at the pleasure of, and may be removed or replaced by, the Member that elected him.

Section 3. Filling of Vacancies. In the event of a vacancy in the Board of Directors for any reason other than an increase in the number of Members, the succeeding Director shall be nominated and elected by the Member who had the right to nominate and elect the preceding Director, in the manner provided in Article III, Section 8.B hereof. In the event of an increase in the number of Directors by reason of an increase in the number of Members, in accordance with Article IV, Section 2 of these By-Laws, the new Member shall have the right to nominate and elect the Director to fill the vacancy created by such increase, and such Director shall hold office until the next annual meeting of the Members and thereafter until his successor shall be duly elected and qualified. A Member who has the right to nominate and elect a Director to fill a vacancy in the Board of Directors shall have the right to call for a meeting of the Members at any time in order to fill such a vacancy, and, solely for the purpose of electing a Director to fill such vacancy, such meeting shall be deemed to have

a quorum if such Member is present, in person or by proxy.

Section 4. Removal of Directors. Any Director may be removed from office, with or without cause, by the Member (or successor-in-interest of such Member) who elected that Director. Such removal may be done at a duly called meeting at any time by any Member who is entitled to remove a Director from office.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held, upon not less than fourteen (14) days' notice, at such time and place as shall, from time to time, be determined by the Board. The annual meeting of the Board of Directors shall be held immediately following the annual Members' meeting at which a Board of Directors is elected. Any business may be transacted at any regular meeting of the Board.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called, at any time and for any purpose or purposes, by the President or by a Vice President. Special meetings of the Board of Directors shall be called by the President or by the Secretary upon request in writing of (i) a majority of the Board of Directors, or (ii) that number of Directors who represent a majority of the Lots, as defined in Article I, Section I hereof, or (iii) that number of Directors who, in accordance with Section 8 hereof, are entitled to cast two-thirds or more of all votes entitled to be cast by all Directors.

The Secretary shall give notice of each special meeting of the Board of Directors by mailing the same at least seven (7) days prior to the meeting, or by telegraphing the same at least three (3) days prior to the meeting, to each Director. Any and all business may be transacted at any special meeting. Any Director may, in writing, waive notice of the time, place and objects of any special meeting. 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 at the adjourned meeting.

Section 7. Place of Meeting and Offices. The Board of Directors may hold its meetings, have one or more offices, and keep the books of the Corporation at such place or places, either within or without the State of Delaware, as the Board may, from time to time, determine.

Section 8. Quorum and Voting.

A. The number of Directors necessary to constitute a quorum shall be that number of Directors who, collectively, are entitled to cast a majority of the total number of votes entitled to be cast by all of the Directors of the Corporation. Wherever these By-Laws, the Certificate of Incorporation or applicable law, require a vote or action by the Board of Directors, or whenever it is necessary for the Board of Directors to act on a matter, two-

thirds of the votes present at a meeting at which a quorum is present shall be necessary to constitute the action of the Board of Directors and shall be necessary to govern all business and affairs of the Corporation, except as may be otherwise specifically required by law.

B. Except with respect to matters relating solely and exclusively to Recreational Facilities, on all matters with respect to which consent or approval of the Board of Directors is required, each Director entitled to vote shall be entitled to cast one vote for each One Dollar (\$1.00) of Assessed Valuation upon the Property owned by the Member who elected that Director. With respect to matters relating solely and exclusively to Recreational Facilities, each Director shall be entitled to cast one vote for each Apartment Unit upon the Property owned by the Member who elected that Director.

C. If at any meeting less than a quorum shall be present, a majority of those present may adjourn the meeting.

Section 9. Compensation of Directors. Directors shall not receive any stated salary for their services as such, and shall not be entitled to receive from the Corporation reimbursement of the expenses incurred by him in attending any regular or special meeting of the Board, or of committees thereof. By resolution of the Board of Directors, a fixed sum may be allowed for attendance at

each regular or special meeting of the Board, or of committees thereof, and such compensation shall be payable whether or not an adjournment be had because of the absence of a quorum. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 10. Committees. The Board of Directors may, in its discretion, designate by resolution one or more committees, consisting of two or more Directors of the Corporation, to review any matter directed by the Board of Directors and to make recommendations to the Board of Directors, for action on said matters.

Section 11. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors thereof may be taken without a meeting pursuant to the provisions of Section 141(f) of the General Corporation Law of Delaware, as from time to time amended.

Section 12. Alternate Directors. Members may elect up to two (2) Alternate Directors for each Director appointed by that Member. An Alternate Director may act as a Director when he is present at a meeting at which the Director for whom he is an alternate is not present. An Alternate Director may execute a written consent of

directors upon the receipt of notice by the Corporation from the Member appointing such Alternate Director that the Director for whom he is an alternate is not available. Alternate Directors shall be elected and removed and replaced in the same manner as Directors. This provision for Alternate Directors is included so that Members will not have to be constantly removing and electing Directors on the basis of availability for a meeting or other corporate action.

ARTICLE V

OFFICERS

Section 1. Election, Tenure, and Compensation. The Officers of the Corporation shall be a President, a Secretary, and a Treasurer, and such other Officers--e.g., one or more Vice Presidents, one or more Assistant Secretaries or Treasurers--as the Board of Directors from time to time may consider necessary for the proper conduct of the business of the Corporation. The Officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board. The President and the other Officers may, but need not be, Directors. Any two or more of the above offices, 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 is required by law or by these By-Laws to be executed,

acknowledged or verified by any two or more Officers. The compensation or salary paid all Officers of the Corporation may be fixed by resolutions adopted by the Board of Directors. Except where otherwise expressly provided in a contract duly authorized by the Board of Directors, every Officer and agent of the Corporation shall be subject to removal at any time by the vote of the Board of Directors, and all Officers, agents, and employees shall hold office at the discretion of the Board of Directors or of the Officers appointing them.

Section 2. Powers and Duties of the President (Chairman of the Board). The President shall be the Chief Executive Officer of the Corporation and shall have general charge and control of all its business affairs and properties. He shall preside at all meetings of the Members and of the Board of Directors unless the Board of Directors shall, by vote of a quorum thereof, elect a Chairman other than the President to preside at meetings of the Board of Directors. The President may sign and execute all authorized bonds, contracts or other obligations in the name of the Corporation. He shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation. The President shall be ex-officio a member of all the standing committees. He shall do and perform such other duties as may, from time to time, be assigned to him by the Board of Directors.

Section 3. Powers and Duties of the Vice President. The Board of Directors may appoint a Vice President or more than one Vice President. Any Vice President (unless otherwise provided by resolution of the Board of Directors) may sign and execute all authorized bonds, contracts, or other obligations in the name of the Corporation. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or by the President. In case of the absence or disability of the President, the duties of that office shall be performed by any Vice President; the taking of any action by any Vice President in place of the President shall be conclusive evidence of the absence or disability of the President.

Section 4. Secretary. The Secretary shall give, or cause to be given, notice of all meetings of Members and Directors and all other notices required by law or by these By-Laws; in case of his absence or refusal or neglect to do so, any such notice may be given by any person so directed by the President, or by the Directors or Members upon whose written requisition as provided in these By-Laws the meeting is called. The Secretary shall record all of the proceedings of the meetings of the Members and of the Directors in books provided for that purpose and he shall perform such other duties as may be assigned to him by the Directors or the President. When authorized by the

Board of Directors or the President, he shall attest to or witness all instruments requiring same. In general, the Secretary shall perform all the duties generally incident to the office of Secretary, subject to the control of the Board of Directors and the President.

Section 5. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation, and he shall keep full and accurate account of receipts and disbursements in books belonging to the Corporation. He shall deposit all monies and other valuables in the name and to the credit of the Corporation in such depository or depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. He shall render to the President and the Board of Directors, whenever either of them so requests, an account of all his transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall give the Corporation, at the expense of the Corporation, a fidelity bond, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement or removal from office of all books, papers, vouchers, monies, and other properties of whatever kind in his pos-

session or under his control belonging to the Corporation. In general, the Treasurer shall perform all the duties generally incident to the office of the Treasurer, subject to the control of the Board of Directors and the President.

Section 6. Assistant Secretary. The Board of Directors or the President may appoint one or more Assistant Secretaries. Each Assistant Secretary shall have power (except as otherwise provided by resolution of the Board of Directors) to perform all duties of the Secretary in the absence or disability of the Secretary and shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the Secretary, the duties of the office shall be performed by any Assistant Secretary; the taking of any action by any Assistant Secretary in place of the Secretary shall be conclusive evidence of the absence or disability of the Secretary.

Section 7. Assistant Treasurer. The Board of Directors may appoint one or more Assistant Treasurers. Each Assistant Treasurer shall have power (except as otherwise provided by resolution of the Board of Directors) to perform all duties of the Treasurer in the absence or disability of the Treasurer and shall have such other powers and shall perform such other duties as may be assigned to him by the Board of Directors or the Presi-

dent. In case of the absence or disability of the Treasurer, the duties of the office shall be performed by any Assistant Treasurer; the taking of any action by any Assistant Treasurer in place of the Treasurer shall be conclusive evidence of the absence or disability of the Treasurer. Each Assistant Treasurer shall give the Corporation, at the expense of the Corporation, a fidelity bond, in a sum, and with one or more sureties, satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the Corporation in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, monies, and other properties of whatever kind in his possession or under his control belonging to the Corporation.

Section 8. Subordinate Officers. The Corporation may have such subordinate officers as the Board of Directors may from time to time deem advisable. Each such officer shall hold office for such period and perform such duties as the Board of Directors, the President or the officer designated pursuant to this Article V may prescribe.

ARTICLE VI

BANK ACCOUNTS AND LOANS

Section 1. Bank Accounts. Such Officers or agents of the Corporation as from time to time shall be

designated by the Board of Directors shall have authority to deposit any funds of the Corporation in such banks or trust companies as from time to time shall be designated by the Board of Directors. Such Officers or agents of the Corporation as from time to time shall be authorized by the Board of Directors may withdraw any or all of the funds of the Corporation so deposited in any bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of the Corporation, and made or signed by such Officers or agents; and each bank or trust company with which funds of the Corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by Officers or agents so designated by the Board of Directors until written notice of the revocation of the authority of such Officers or agents by the Board of Directors shall have been received by such bank or trust company. From time to time there shall be certified to the banks or trust companies in which funds of the Corporation are deposited, the signatures of the Officers or agents of the Corporation so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be

signed, as hereinabove provided in this Section, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President or a Vice President and counter-signed by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Corporation.

Section 2. Loans. Such Officers or agents of the Corporation as from time to time shall be designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the Corporation from such banks, trust companies, institutions, corporations, firms or persons, in such amounts and subject to such terms and conditions as the Board of Directors from time to time shall designate; and, as security for the repayment of any loans, advances, or other forms of credit so authorized, to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all personal property, real property, stocks, bonds, deposits, accounts, documents, bills and accounts receivable and other commercial paper and evidences of debt or other securities or any rights or interest at any time held by the Corporation; and, in connection with any of the foregoing, for any loans, advances or other forms of credit so authorized, such Officers or agents shall have authority to make, execute and deliver one or more notes, general obligation bonds, financing

statements, security agreements, acceptances or written obligations of the Corporation, on such terms, and with such provisions as to the security or sale or disposition thereof as such Officers or agents shall deem proper, and, also, to sell to, or discount or rediscount with, such banks, trust companies, institutions, corporations, firms or persons any and all commercial paper, bills and accounts receivable, acceptances and other instruments and evidences of debt at any time held by the Corporation, and to that end to endorse, transfer and deliver the same. From time to time there shall be certified to each bank, trust company, institution, corporation, firm or person so designated, the signatures of the Officers or agents so authorized; and each such bank, trust company, institution, corporation, firm or person is authorized to rely upon such certification until written notice of the revocation by the Board of Directors of the authority of such Officers or agents shall be delivered to such bank, trust company, institution, corporation, firm or person.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Fiscal Year. The fiscal year of the Corporation shall be such as shall be duly designated by the Board of Directors.

Section 2. Notices. Whenever, under the provisions of these By-Laws, notice is required to be given

to any Member, Director or Officer, it shall be construed to mean either written notice personally served against written receipt, or notice in writing transmitted by mail, by depositing the same in a post office or letter box, in a post-paid sealed wrapper, addressed to each Member, Director or Officer at such address as appears on the books of the Corporation or, in default of any other address, to such Member, Director or Officer at the general post office situated in the city or county of his residence, and such notice shall be deemed to be given at the time the same shall be thus mailed. Any Member, Director or Officer may waive any notice required to be given under these By-Laws.

Section 3. General Counsel. The Board of Directors may retain a general counsel who shall have dominion over all matters of legal import concerning the Corporation. It shall be the duty of the Officers and the members of the Board of Directors to consult with the general counsel (if any be appointed) from time to time, as such legal matters may arise. The general counsel shall be given notice of all meetings of the Board of Directors in the manner provided in Article III, Section 5 or Article III, Section 6 of these By-Laws, as the case may be, and he shall be accorded the opportunity to attend such meetings for the purpose of consulting with, and advising, the Board of Directors on any matters of a legal nature. The general counsel to the Corporation shall be subject to

removal and replacement by the Board of Directors by the vote thereof.

Section 4. Corporate Seal. The Board of Directors may provide a suitable seal, bearing the name of the Corporation, which shall be in the charge of the Secretary. The Board of Directors may authorize one or more duplicate seals and provide for the custody thereof. Whenever the Corporation is required to place its corporate seal to a document, it shall be sufficient to meet the requirements of any law, rule or regulation relating to a corporate seal to place the word "(seal)" adjacent to the signature of the authorized officer.

Section 5. Books and Records. The Corporation shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of its Members and Board of Directors and of any committee when exercising any of the powers of the Board of Directors. The books and records of the Corporation may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form but may be maintained in the form of a reproduction.

Section 6. Determination of Assessed Valuation. For the purpose of determining the number of votes to be cast by each Director or Member, the Corporation shall annually cause the Assessed Valuation of the Lot or Lots

owned (or represented) by a Member to be determined and certified to the Board of Directors. For this purpose, the Corporation may employ an accountant or other qualified person. The Assessed Valuation shall be determined by referring to the records of the Supervisor of Assessments for Baltimore City at the time of formation of the Corporation and, thereafter annually, as soon as possible following the date of finality for the tax year beginning on July 1 of each calendar year. It is recognized that, as of the date of the initial adoption of these By-Laws, the date of finality is January 1. The Assessed Valuation shall be the full cash value for each tax lot and not any "phase-in value" or other reduced value used by the assessing authorities. The person making the determination of Assessed Valuation on behalf of the Corporation shall total the assessments on all tax lots included within each lot and shall certify the totals for all lots to the Secretary of the Corporation, in a written report. The Secretary shall forward the report, within ten (10) days after he receives it, to all Directors and Members by mail or by personal delivery. If no Director shall object to the report of Assessed Valuation within fifteen (15) days after the date of mailing or personal delivery to him, the report shall be deemed approved and the Assessed Valuations in the report shall be entered by the Secretary in the minutes of the Corporation and shall apply to all voting by Direc-

tors until a new report is adopted. Any Director may object to the report within the aforesaid fifteen (15) day period by filing a written objection with the Secretary setting forth the grounds of the objection with supporting documentation showing why the Assessed Valuations in the report are in any respect incorrect. If the objection is not resolved to the satisfaction of the objecting Director, he may bring the matter before the next meeting of the Board before the Board addresses any particular item of business. The Board shall decide the objection by a majority vote based upon the allocation of votes in effect immediately prior to the receipt of the disputed report of Assessed Valuation. After action by the Board on the objection, the Assessed Valuations in the report (as it may have been revised by the Board) shall be deemed approved and shall thereafter be used as in the case of a report approved without objections.

Section 7. Bonds. Other than the Treasurer and Assistant Treasurer(s) (who shall be required to provide fidelity bonds), the Board of Directors may require any officer, agent or employee of the Corporation to give a fidelity bond to the Corporation, at the Corporation's expense, conditioned upon the faithful discharge of his duties, with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

Section 8. Severability. The invalidity of any provision of these By-Laws shall not affect the validity of any other provision, and each provision shall be enforced to the extent permitted by law.

Section 9. Gender. Whenever used herein, the masculine gender includes all genders.

ARTICLE VIII

AMENDMENTS

Unless otherwise provided in the Certificate of Incorporation, the Members (but only by the vote of eighty percent (80%) or more of the votes entitled to be cast by all Members of record) shall have full power and authority to amend, alter or repeal these By-Laws or any provision thereof, and may from time to time make additional By-Laws, at any annual meeting as part of the general business of such meeting, or at any special meeting provided there shall have been stated in the notice of such special meeting the substance of such proposed amendment, alteration or repeal.

ARTICLE IX

INDEMNIFICATION, INSURANCE, ETC.

Section 1. Actions in General. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other

than an action by or in the right of the Corporation) by reason of the fact that he is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, or is or was serving at the request of the Corporation as a trustee or administrator or in any other fiduciary capacity under any pension, profit sharing, or other deferred compensation plan, or any employee welfare benefit plan of the Corporation. The indemnification shall be against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

Section 2. Action By or In Right of Corpora-
tion. The Corporation shall indemnify any person who was
or is a party or is threatened to be made a party to any
threatened, pending, or completed action, suit or proceed-
ing by or in the right of the Corporation to procure a
judgment in its favor by reason of the fact that he is or
was a Director, Officer, employee or agent of the Corpora-
tion, or is or was serving at the request of the Corpora-
tion as a director, officer, employee or agent of another
corporation, partnership, joint venture, trust or other
enterprise, or is or was serving as a trustee or admini-
strator or in any other fiduciary capacity under any pen-
sion, profit sharing, or other deferred compensation plan,
or any employee welfare benefit plan of the Corporation.
The indemnification shall be against expenses (including
attorneys' fees) actually and reasonably incurred by him
in connection with the defense or settlement of the action
or suit, if he acted in good faith and in a manner he rea-
sonably believed to be in or not opposed to the best in-
terests of the Corporation, except that no indemnification
shall be made in respect of any claim, issue, or matter as
to which the person has been adjudged to be liable for
negligence or misconduct in the performance of his duty to
the Corporation, unless (and only to the extent that) the
court in which the action or suit was brought, or a court
of equity in the county in which the Corporation has its

ticer, employee, agent, trustee, administrator or other fiduciary met the applicable standard of conduct set forth in Sections 1 or 2, but only upon receipt of an undertaking by or on behalf of the Director, Officer, employee, agent, trustee, administrator or other fiduciary reasonably assuring that such amount will be repaid unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

Section 6. Non-Exclusive Right to Indemnity;
Inures to Benefit of Heirs and Personal Representatives.

The foregoing rights of indemnification shall be in addition to all rights to which any such Director, Officer, employee, agent, trustee, administrator or other fiduciary may be entitled as a matter of law, and shall continue as to a person who has ceased to be such a Director, Officer, employee, agent, trustee, administrator or other fiduciary and inure to the benefit of the heirs and personal representatives of such person.

Section 7. Insurance. The Corporation shall purchase and maintain, to the extent reasonably available:

(a) Public Liability Insurance insuring the Corporation, each Officer, Director, employee, or agent thereof against liability for bodily injury, death, or property damage arising out of the use of any Common or Recreational Facility with limits of coverage in respect to bodily injury or death of not less than \$1,000,000.00

for any one person and not less than \$2,000,000.00 for any one occurrence and with respect to property damage of not less than \$500,000.00 for any one occurrence, and may have such higher limits of coverage as may be determined by the Board of Directors:

(b) Workman's Compensation Insurance affording at least such coverage of the Corporation, and its Directors, Officers, employees and agents as required by applicable law;

(c) Officers' and Directors' Liability Insurance for any person, who is or was a Director, Officer or employee of the Corporation, insuring same against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power or would be required to indemnify him against the liability under the provisions of this Article or the laws of this State; and

(d) Casualty or Physical Damage Insurance for the Gate House, Village Club or any other improvement deemed to be a Common or Recreational Facility in an amount equal to the full replacement value of all such insurable improvements; provided that at the option of the Board of Directors such policy or policies may contain a deductible provision in an amount determined by the Board of Directors. In the event any such improvement is leased, said Lease may contain a provision requiring the Lessee to ob-

principal office, determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall deem proper.

Section 3. Determination that Indemnification is Proper. Any indemnification under Sections 1 or 2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, agent, trustee, administrator or other fiduciary is proper in the circumstances because he has met the applicable standard of conduct set forth in said Sections 1 or 2. The determination shall be made by the Board of Directors by a vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding, or, if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, the determination of the propriety of any indemnification under this Article shall be made, in a written opinion, by independent legal counsel (i.e., a lawyer who is not a Director, Officer, employee or agent of the Corporation or such other corporation, partnership, joint venture, trust or other enterprise, or is not or was not serving at the request of the Corporation as a trustee or administrator or in any other fiduciary capacity under any

pension, profit sharing, or other deferred compensation plan, or any employee welfare benefit plan of the Corporation, and who is not a partner or professional associate of any Director, Officer, employee or agent of the Corporation or of such other corporation, partnership, joint venture, trust or other enterprise).

Section 4. Indemnification Against Expenses Incurred In Successful Defense. Unless otherwise expressly provided by the Certificate of Incorporation of the Corporation, to the extent that a Director, Officer, employee, agent, trustee, administrator or other fiduciary of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1 or 2, or in defense of any claim, issue, or matter therein mentioned, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, and no determination pursuant to Section 1 shall be required in such instance.

Section 5. Payment of Expenses in Advance of Final Disposition of Action. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition thereof if authorized in the specific case by a preliminary determination, following the procedures set forth in Section 3, that there is a reasonable basis for a belief that the Director, Of-

tain and maintain such insurance provided the Corporation is a named insured under same and the Corporation is provided with a certificate of said insurance.

Section 8. Should the Corporation enter into any contract for the management, construction or repair of the Common or Recreational Facilities, said contract shall require the contractor and/or manager to provide the Corporation with such Insurance and/or Bonds as the Board of Directors deems appropriate, including without limitation, Surety Bonds, Builders Risk Insurance and Workman's Compensation Insurance.

Section 9. Certain Persons not to be Indemnified. Notwithstanding the foregoing provisions of this Article IX, the Corporation shall not indemnify any bank, trust company, investment adviser, or any actuary against any liability which they may have by reason of their acting as a "fiduciary" of any employee benefit plan (as that term is defined in the Employee Retirement Income Security Act, as amended from time to time) established for the benefit of this Corporation's employees.

The foregoing are certified as the By-Laws of the Corporation adopted by the Board of Directors on _____, 1981.

1052X

Secretary

EXHIBIT D

Sponsor

Shelter Corporation of
Canada Limited

Village Properties of
Cross Keys, Inc.

The Council of Unit Owners
of Cross Keys Condominium
No. 1

The Village of Cross Keys,
Incorporated

Director

Lots Represented

Earl G. Glover 1-E, 1-E1, 1-E3, 1-Q1

Gerald Ryan 1-Q

Arthur A. Weiner 1-A

a) Richard R.
Goldberg 1-J and 1-T

b) Ronald C.
Wickwire 1-G and 2-A

c) Francis R.
Diggins 2B

DECLARATION AND AGREEMENT OF MAINTENANCE SPECIFICATION

THIS DECLARATION AND AGREEMENT OF MAINTENANCE SPECIFICATION (this "Declaration") made this ____ day of September, 1981, by and between CROSS KEYS MAINTENANCE CORPORATION ("Maintenance Corporation"), a Delaware corporation having a business address at The Gate House, The Village of Cross Keys, Baltimore, Maryland 21210, and THE VILLAGE OF CROSS KEYS, INCORPORATED, having an address c/o Frederick W. Glassberg, The Rouse Company Building, Columbia, Maryland 21210.

EXPLANATORY STATEMENT

Provisions with respect to the formation of Maintenance Corporation for the Village of Cross Keys are set forth in that certain Deed of Declaration and Agreement, dated September 25, 1970, and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 2717, folios 305, et seq. (the "Village Maintenance Declaration"). The lots affected by the formation of Maintenance Corporation are all those lots set forth on that certain plat entitled "21st Amended Subdivision Plat of Village of Cross Keys" recorded in Pocket Folder R.H.B. 2/44 on December 19, 1980. Such lots are as follows: Lot 1-A, Lot 1-C, Lot 1-D, Lot 1-E, Lot 1-F1, Lot 1-F2, Lot 1-F3, Lot 1-F, Lot 1-G, Lot 1-H, Lot 1-I, Lot 1-J, Lot 1-K, Lot 1-L, Lot 1-M, Lot 1-N, Lot 1-P, Lot 1-Q, Lot 1-Q1, Lot 1-R, Lot 1-S, Lot 1-T, Lot 2-A and Lot 2-B. In order to form Maintenance Corporation, certain lot owners, as defined in the Village Maintenance Declaration, entered into a pre-incorporation Agreement dated September __, 1981 (the "Preincorporation Agreement"). One of the lot owners and partner to the Preincorporation Agreement is The Village of Cross Keys, Incorporated ("VCK"). It was a precondition to VCK's agreement to request the formation of Maintenance Corporation that Main-

Maintenance Corporation adopt a specification pertaining to certain aspects of the duties and obligations of Maintenance Corporation under the Village Maintenance Declaration. This Declaration is adopted to fulfill the condition imposed by VCK on the formation of Maintenance Corporation with respect to the Preincorporation Agreement.

NOW, THEREFORE, in consideration of the promises contained in the foregoing explanatory statement, Maintenance Corporation hereby declares as follows:

1. Adoption. The performance specifications attached hereto as Schedule 1 (the "Specifications") are hereby adopted by Maintenance Corporation and Maintenance Corporation agrees to perform its maintenance obligations in accordance with the terms thereof.

2. Purpose. Adoption of the Specifications is intended to enlarge, reduce, or alter in any way, the responsibilities imposed upon Maintenance Corporation by the Village Maintenance Declaration. They are adopted by Maintenance Corporation for the benefit of all of the Lot Owners, as defined in the Village Maintenance Declaration, so as to provide acceptable and specific maintenance standards with respect to certain activities to be performed by Maintenance Corporation.

3. Failure to Perform. Maintenance Corporation acknowledges that if it does not perform its duties and responsibilities in accordance with these Specifications, then each Lot Owner, as defined in the Village Maintenance Declaration, shall have the right to self-help and set-off as provided herein:

A. With regard to snow removal and other emergencies, each Lot Owner shall, at all times, have the right to take such actions as are necessary to comply with the Specifications.

D. With regard to all other matters under the Specifications, each Lot Owner shall have the right to take such actions to insure compliance with the Specifications only after first giving Maintenance Corporation written notice, at the address first above written, of the specific items of the Specifications which have not been complied with and thirty (30) days to cure such failure. Within ten (10) days after receipt of such notice, Maintenance Corporation may inform the Lot Owner in writing of its refusal to comply with the Lot Owner's request and its intention to arbitrate the matter in accordance with Paragraph C hereof.

C. Any controversy or claim arising out of or relating to the Specifications, the failure to perform same or the right or amount of set-off hereunder shall be settled by arbitration, in Baltimore City in accordance with the Arbitration Proceeding of Subtitle 2 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland. The Lot Owner and Maintenance Corporation shall select by mutual agreement a sole Arbitrator, within ten (10) days of receipt of notice to arbitrate any matter. If the parties cannot agree on a sole Arbitrator, then each party shall select an Arbitrator and the two (2) Arbitrators so appointed shall select a third Arbitrator within seven (7) days after both have been so appointed. The Arbitrator or Arbitrators shall within fourteen (14) days after appointment hold hearings upon the issue and make such investigations deemed necessary to make a proper decision. Within seven (7) days after the hearing is complete, the Arbitrator or Arbitrators shall render a written decision. The determination by the sole Arbitrator or two (2) of the three (3) Arbitrators shall be final and conclusively binding upon the parties and may be entered as a judgment in any court of

Baltimore City or the State of Maryland having jurisdiction. The expenses of these arbitration proceedings shall be paid by the party against whom the Arbitrator or Arbitrators decide.

D. In each case where a Lot Owner has exercised its right to self-help as provided for above, it shall have the right to set-off the costs that it incurs in performing the duties and obligations of Maintenance Corporation against any fees which it shall owe Maintenance Corporation. In the event any dispute as to the right or reasonableness of the amount of set-off, either the Lot Owner or Maintenance Corporation may request arbitration of the matter in accordance with Paragraph C hereof.

5. Performance by Others. Maintenance Corporation shall have the power and authority to employ other persons to perform the required maintenance in accordance with the standards called for by the Specifications, provided, however, that Maintenance Corporation shall remain responsible for the performance of such other persons and shall promptly replace them if they do not perform in accordance with the standards established by the Specifications.

6. Change of Standards. The standards in the Specifications may not be changed without the express written consent of VCK, which shall not be unreasonably withheld. Subject to such consent, the standards may be changed by the adoption of a resolution by the Board of Directors of Maintenance Corporation pursuant to its certificate of Incorporation and By-Laws.

7. Maintenance of Roads. Attached hereto as Exhibit A is a plat showing the current road network for the Village of Cross Keys. The shaded areas indicate that part of the road network which is to be the responsibility of Maintenance Corporation at the outset of its operations. Maintenance Corpo-

ration agree that the roads for which it has responsibility may be temporarily closed or permanently relocated by the Lot Owner on whose Lot the road so affected is located, provided that there is compliance with the Village Maintenance Declaration as it may be amended from time to time and the Lot Owner effecting any such temporary closing or permanent relocation pays any construction expenses related thereto. Maintenance Corporation agrees to be bound by the provisions pertaining to the temporary closing and permanent relocation of roads constituting a part of the Common Facilities as set forth in Paragraph 10 of that certain Preincorporation Agreement dated September __, 1981, by and among VCK, the Council of Unit Owners of Cross Keys Condominium No. 1, Shelter Corporation of Canada, Limited, and Village Properties of Cross Keys, Inc.

B. Successors and Assigns. The provisions hereof are binding upon and may be enforced by any successors and assigns of the current Lot Owners, as defined in the Village Maintenance Declaration.

IN WITNESS WHEREOF, CROSS KEYS MAINTENANCE CORPORATION AND VILLAGE OF CROSS KEYS, INCORPORATED, have caused this Declaration and Agreement to be executed and sealed on their behalf by their duly authorized representatives, as of the day and year first above written.

WITNESS OR ATTEST:

CROSS KEYS MAINTENANCE CORPORATION

By: _____ (SEAL)

THE VILLAGE OF CROSS KEYS,
INCORPORATED

By: _____ (SEAL)

GRN/09-21-11(1)
1060X

STATE OF

COUNTY OF

TO WIT:

I HEREBY CERTIFY that on this ____ day of September, 1981, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of Cross Keys Maintenance Corporation, a corporation organized and existing under the law of Delaware, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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

Notary Public

My commission expires July 1, 1982.

STATE OF

COUNTY OF

TO WIT:

I HEREBY CERTIFY that on this ____ day of September, 1981, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of The Village of Cross Keys, Incorporated, a corporation 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 the same is its act and deed.

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

Notary Public

My commission expires July 1, 1982.

SCHEDULE 1

I. Grass and Grounds

A. Mowing

- 1) All grass cut 1-1/2"-2" high.
- 2) Cut whenever grass reaches an average height of 2-1/2".
- 3) Heavy growth areas where 1" or more of grass is cut are to be raked, bagged after cutting and properly disposed of.
- 4) Cut grass back ten feet from roadway along common road areas.

B. Trimming and Edging

- 1) All areas where grass and all hard surfaces (such as concrete, asphalt, wood, etc.) meet are to be trimmed following each mowing.
- 2) Where grass meets dirt, such as flower beds, shrub areas, etc., all areas to be edged with earth removed to depth of 4" between grass and bed.
- 3) Grass trimmed to standard cutting height around all poles and trees without damage to trees or poles.
- 4) All areas where grass can grow over hard surfaces to be edged, at least, with every fourth mowing, by standard edging equipment and practices.

C. Fertilizing and Weeding

- 1) All areas to be fertilized at least twice per year using materials and formulas approved for, and consistent with, good turf management practice.
- 2) All areas to receive, at least one per year, application of materials to prevent the growth or spread of weeds and crab grass at a time that will provide the most effective control.

D. Seeding and Sod

- 1) All areas to be over-seeded at least once per year with a perennial seed mixture recommended for this region and climate.
- 2) Any areas intended to have grass, but where growth has not occurred, to be treated as follows:
 - a) During dormant season areas to be dug up and re-seeded for spring growth.
 - b) After growing season has commenced, if adequate growth is not evident, all such areas to be sodded with good quality sod consistent with general surrounding areas.
 - c) All seeded or sodded areas to be watered in a manner consistent with good turf management practices until the seed, or sod, is established.

II. Trees, Shrubs and Flowers

- A. All trees and shrubs to be sprayed three times per year (Spring, early Summer, and late Summer) with material and formulas consistent with the needed care and protection required by the various types and variations growing in the designated areas. Recommendations to be made by recognized, licensed tree specialists.
- B. All trees and shrubs to be pruned as needed according to recognized and licensed experts in the management of trees and shrubs.
- C. All shrub beds and non-grass areas under trees to be cleaned out twice yearly and mulched every Spring.
- D. All dead, missing, unhealthy, or damaged trees and shrubs will be replaced every Spring on a general over-all basis and on an individual basis as the need arises.
- E. Damaged trees and shrubs that can be repaired will have such work done promptly upon awareness of such a need.
- F. All trees will be cleared of climbing vines and undergrowth on a regular and consistent basis.
- G. Flower beds will be replanted and cared for throughout the growing season as requested.
- H. Additional flowering bulbs will be planted at appropriate times yearly.

III. Fencing

- A. All fences will be cleared as necessary to prevent build up of leaves, vines, or other plant material.
- B. All fences will be patrolled daily to prevent any collection of trash.
- C. Fences will be mended or repaired immediately following awareness.
- D. Fences will be painted or stained as needed to maintain a good and consistent appearance. Those fences located on Falls Road which are painted (as opposed to stained) shall be painted black.

IV. Roads and Grounds

- A. Grounds, roadways, entrances, exits and sidewalks will be patrolled on a daily basis to pick up all trash and debris.

- D. All roadways to be continually monitored for defects such as potholes, cracks, etc., which are to be repaired immediately upon awareness of problem with materials, and in a manner consistent with established road maintenance practices in Maryland.
- E. Curbing of all types to be continually monitored and repaired as soon as damage is noticed.
- F. All striping to be monitored constantly and repainted whenever 30% wear appears.
- G. The sidewalks, curbs, gutters and grass between the sidewalk, the fence and visible areas beyond the fence within the Cross Keys tract, along Falls Road from the North boundary to the South boundary to be patrolled at least once per day to pick up and remove all trash and debris and monitored continually for unusual situations.
- H. All gutters to be cleaned at least weekly of all dirt and solid debris.
- I. Notice is to be taken of all lighting to assure that it is operational and in good repair. Lighting that is not operational and in good repair will be repaired/replaced upon immediate awareness. Such lighting is to include all street lighting, and lighting among the residential areas.
- J. Particular attention is to be paid to all signage to assure that it is accurate and in good repair.

Snow Removal

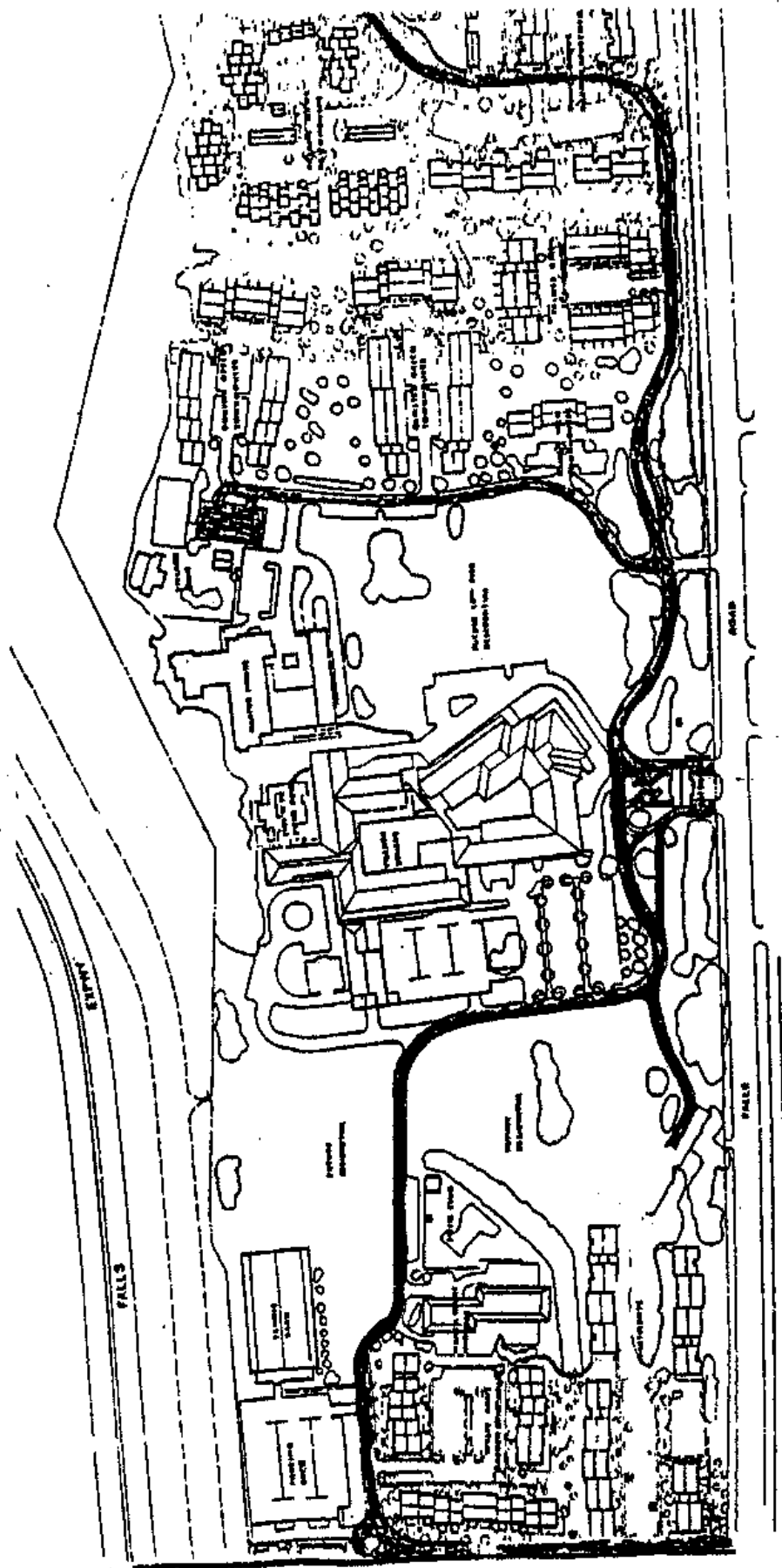
- A. Begin application of chemical snow and ice melting compounds to any road or sidewalk areas that may become slippery as soon as snowfall starts, or other weather conditions start that would be conducive to the formation of ice.
- B. When snow begins to accumulate on parking areas from 1/4" to 1/2", begin plowing operations on all applicable roads and parking lots.
- C. Applicable roads, parking lots and sidewalks are to be cleared completely from edge to edge where accessible.
- D. Once started, plowing shall continue until all snowfall has stopped and all roads, lots and sidewalks are totally cleared where applicable and as needed.
- E. During plowing and sidewalk cleaning, continue applications of chemical snow and ice melting compounds to areas that are, or may become, slippery.

- F. Excess snow is to be dumped off of roads, lots or sidewalks so that it will not impede pedestrian or vehicular traffic in any manner.
- G. Clearing of sidewalks need not be done during night hours providing that it can be started so that all sidewalks are cleared by 8:00 a.m.

1. Equipment and Operational Practices

- A. All equipment used for all of the preceding operations to be designated for the work being performed and operated in a safe manner by trained and competent personnel.
- B. All personnel and operating equipment to be provided and covered by sufficient insurance provided by their employer.
- C. All personnel are to be adequately attired at all times, including shirts, shorts or pants and adequate protective footwear.
- D. Other than emergency situations (snow removal included), work with gasoline powered equipment to begin no earlier than 7:30 a.m., Monday through Friday, and to be completed by 6:00 p.m.; on Saturday, work will start no earlier than 8:00 a.m., and is to be completed by 5:00 p.m. Other than emergency situations (snow removal included), no work will be done on Sunday.

<u>OT</u>	<u>OWNER</u>	<u>PROPERTY NAME</u>	<u>ASSESSED VALUATION</u>	
ot 1-E	Dunn's Grove Council of Unit Owners	Dunn's Grove	\$ 2,161,900	
ot 1-E 1	Goodlow House Council of Unit Owners	Goodlow House	\$ 990,040	
ot 1-E 3	Shelter Corporation	Roland Mews	\$ 775,590	
ot 1-A	Condo I	Condo I	\$ 8,107,800	
ot 1-N	Harper House	Harper House	\$14,381,520	
ot 1-G	Village of Cross Keys, Inc.	Rouse-North Open Space	\$ 162,160	
ot 2-A	Village of Cross Keys, Inc.	Village Sq. #1 Shopping Center	\$ 3,547,170	
ot 2-B	Village of Cross Keys, Inc.	Village Sq. #2 Inn	\$ 7,328,650	
ot 1-J	Village of Cross Keys, Inc.	Rouse-South Open Space	\$ 308,970	
ot 1-Q	Village Properties (F/K/A Beth & Josh)	Fallswood II (F/K/A Jarvis Grove)	\$ 1,000,000	
ot 1-Q 1	Shelter Corporation	Hamill Court	\$ 708,110	4
1-R	Phoenix Mutual Life Insurance Co.	Fallswood I (F/K/A Wyatt's Row)	\$ 1,525,140	8
1-5	Equitable Life Insurance Company	Madrange	\$ 3,717,910	-0-
1-T	Village of Cross Keys, Inc.	Tennis Barn	\$ 446,270	-0-
		TOTAL	\$45,254,650	722



VILLAGE OF CROSS

This map is for information only and does not constitute a contract. The Village of Cross is not responsible for any errors or omissions. The map is subject to change without notice.

DECLARATION AND AGREEMENT OF MAINTENANCE SPECIFICATION

THIS DECLARATION AND AGREEMENT OF MAINTENANCE SPECIFICATION (this "Declaration") made this 15th day of September, 1981, by and between CROSS KEYS MAINTENANCE CORPORATION ("Maintenance Corporation"), a Delaware corporation having a business address at The Gate House, The Village of Cross Keys, Baltimore, Maryland 21210, and THE VILLAGE OF CROSS KEYS, INCORPORATED, having an address c/o Frederick W. Glassberg, The Rouse Company Building, Columbia, Maryland 21210.

EXPLANATORY STATEMENT

Provisions with respect to the formation of Maintenance Corporation for the Village of Cross Keys are set forth in that certain Deed of Declaration and Agreement, dated September 25, 1970, and recorded among the Land Records of Baltimore City, Maryland, in Liber R.H.B. No. 2717, folios 505, et seq. (the "Village Maintenance Declaration"). The Lots affected by the formation of Maintenance Corporation are all those lots set forth on that certain plat entitled "21st Amended Subdivision Plat of Village of Cross Keys" recorded in Pocket Folder R.H.B. 2744 on December 19, 1980. Such Lots are as follows: Lot 1-A, Lot 1-C, Lot 1-D, Lot 1-E, Lot 1-F1, Lot 1-E2, Lot 1-E3, Lot 1-F, Lot 1-G, Lot 1-H, Lot 1-J, Lot 1-N, Lot 1-P, Lot 1-Q, Lot 1-Q1, Lot 1-R, Lot 1-S, Lot 1-T, Lot 2-A and Lot 2-B. In order to form Maintenance Corporation, certain Lot Owners, as defined in the Village Maintenance Declaration, entered into a Pre-Incorporation Agreement dated September 30, 1981 (the "Preincorporation Agreement"). One of the Lot Owners and parties to the Preincorporation Agreement is The Village of Cross Keys, Incorporated ("VCK"). It was a precondition to VCK's agreement to request the formation of Maintenance Corporation that Main-

tenance Corporation adopt a specification pertaining to certain aspects of the duties and obligations of Maintenance Corporation under the Village Maintenance Declaration. This Declaration is adopted to fulfill the condition imposed by VCK on the formation of Maintenance Corporation with respect to the Preincorporation Agreement.

NOW, THEREFORE, in consideration of the premises contained in the foregoing explanatory statement, Maintenance Corporation hereby declares as follows:

1. Adoption. The performance specifications attached hereto as Schedule I (the "Specifications") are hereby adopted by Maintenance Corporation and Maintenance Corporation agrees to perform its maintenance obligations in accordance with the terms thereof.

2. Purpose. Adoption of the Specifications is not intended to enlarge, reduce, or alter in any way, the responsibilities imposed upon Maintenance Corporation by the Village Maintenance Declaration. They are adopted by Maintenance Corporation for the benefit of all of the Lot Owners, as defined in the Village Maintenance Declaration, so as to provide acceptable and specific maintenance standards with respect to certain activities to be performed by Maintenance Corporation.

3. Failure to Perform. Maintenance Corporation acknowledges that if it does not perform its duties and responsibilities in accordance with these Specifications, then each Lot Owner, as defined in the Village Maintenance Declaration, shall have the right to self-help and set-off as provided herein:

A. With regard to snow removal and other emergencies, each Lot Owner shall, at all times, have the right to take such actions as are necessary to comply with the Specifications.

B. With regard to all other matters under the Specifications, each Lot Owner shall have the right to take such actions to insure compliance with the Specifications only after first giving Maintenance Corporation written notice, at the address first above written, of the specific items of the Specifications which have not been complied with and thirty (30) days to cure such failure. Within ten (10) days after receipt of such notice, Maintenance Corporation may inform the Lot Owner in writing of its refusal to comply with the Lot Owner's request and its intention to arbitrate the matter in accordance with Paragraph C hereof.

C. Any controversy or claim arising out of or relating to the Specifications, the failure to perform same or the right or amount of set-off hereunder shall be settled by arbitration, in Baltimore City in accordance with the Arbitration Proceeding of Subtitle 2 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland. The Lot Owner and Maintenance Corporation shall select by mutual agreement a sole Arbitrator, within ten (10) days of receipt of notice to arbitrate any matter. If the parties cannot agree on a sole Arbitrator, then each party shall select an Arbitrator and the two (2) Arbitrators so appointed shall select a third Arbitrator within seven (7) days after both have been so appointed. The Arbitrator or Arbitrators shall within fourteen (14) days after appointment hold hearings upon the issue and make such investigations deemed necessary to make a proper decision. Within seven (7) days after the hearing is complete, the Arbitrator or Arbitrators shall render a written decision. The determination by the sole Arbitrator or two (2) of the three (3) Arbitrators shall be final and conclusively binding upon the parties and may be entered as a judgment in any court of

Baltimore City or the State of Maryland having jurisdiction. The expenses of these arbitration proceedings shall be paid by the party against whom the Arbitrator or Arbitrators decide.

D. In each case where a Lot Owner has exercised its right to self-help as provided for above, it shall have the right to set-off the costs that it incurs in performing the duties and obligations of Maintenance Corporation against any fees which it shall owe Maintenance Corporation. In the event any dispute as to the right or reasonableness of the amount of set-off, either the Lot Owner or Maintenance Corporation may request arbitration of the matter in accordance with Paragraph C hereof.

5. Performance by Others. Maintenance Corporation shall have the power and authority to employ other persons to perform the required maintenance in accordance with the standards called for by the Specifications, provided, however, that Maintenance Corporation shall remain responsible for the performance of such other persons and shall promptly replace them if they do not perform in accordance with the standards established by the Specifications.

6. Change of Standards. The standards in the Specifications may not be changed without the express written consent of VCK, which shall not be unreasonably withheld. Subject to such consent, the standards may be changed by the adoption of a resolution by the Board of Directors of Maintenance Corporation pursuant to its certificate of Incorporation and By-Laws.

7. Maintenance of Roads. Attached hereto as Exhibit A is a plat showing the current road network for the Village of Cross Keys. The shaded areas indicate that part of the road network which is to be the responsibility of Maintenance Corporation at the outset of its operations. Maintenance Corpo-

ration agrees that the roads for which it has responsibility may be temporarily closed or permanently relocated by the Lot Owner on whose Lot the road so affected is located, provided that there is compliance with the Village Maintenance Declaration as it may be amended from time to time and the Lot Owner effecting any such temporary closing or permanent relocation pays any construction expenses related thereto. Maintenance Corporation agrees to be bound by the provisions pertaining to the temporary closing and permanent relocation of roads constituting a part of the Common Facilities as set forth in Paragraph 10 of that certain Preincorporation Agreement dated September 30, 1981, by and among VCK, the Council of Unit Owners of Cross Keys Condominium No. 1, Shelter Corporation of Canada, Limited, and Village Properties of Cross Keys, Inc.

8. Successors and Assigns. The provisions hereof are binding upon and may be enforced by any successors and assigns of the current Lot Owners, as defined in the Village Maintenance Declaration.

IN WITNESS WHEREOF, CROSS KEYS MAINTENANCE CORPORATION AND VILLAGE OF CROSS KEYS, INCORPORATED, have caused this Declaration and Agreement to be executed and sealed on their behalf by their duly authorized representatives, as of the day and year first above written.

WITNESS OR ATTEST:

Robert Keen, Jr.

[Signature]
Assistant Secretary

CROSS KEYS MAINTENANCE CORPORATION

By: [Signature] (SEAL)

THE VILLAGE OF CROSS KEYS,
INCORPORATED

[Signature] (SEAL)

STATE OF Maryland : City OF Balto : TO WIT:

I HEREBY CERTIFY that on this 14th day of Sept, 1981, before me, a Notary Public for the state and county aforesaid, personally appeared Arthur Levine known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the President of Cross Keys Maintenance Corporation, a corporation organized and existing under the law of Delaware, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

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

Robert Q. Keen, Jr.
Notary Public

My commission expires July 1, 1982.

STATE OF MARYLAND : COUNTY OF BALTIMORE : TO WIT:

I HEREBY CERTIFY that on this 13th day of October, 1981, before me, a Notary Public for the state and county aforesaid, personally appeared FRANK R. DIERKS known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of The Village of Cross Keys, Incorporated, a corporation 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 the same is its act and deed.

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

Nancy G. Munk
Notary Public

My commission expires July 1, 1982.

AGREEMENT RELATING TO AMENDMENT
OF MAINTENANCE DECLARATION

THIS AGREEMENT, made this 30th day of September, 1981, by and among THE VILLAGE OF CROSS KEYS INCORPORATED, a Maryland corporation ("VCKI"), having an address c/o Frederick W. Glassberg, The Rouse Company Building, Columbia, Maryland 21045; SHELTER CORPORATION OF CANADA, LIMITED, a Canadian corporation ("Shelter"), having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045; VILLAGE PROPERTIES OF CROSS KEYS, INC., a Maryland corporation ("Village Properties"), having an address at 9050 Red Branch Road, Suite K, Columbia, Maryland 21045; THE COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1 ("Condo 1"), a condominium regime established pursuant to a Master Deed dated October 27, 1971, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 2852, Folio 41, having an address c/o Arthur Weiner, Suite 221, The Quadrangle, Village of Cross Keys, Baltimore, Maryland 21210; and THE COUNCIL OF UNIT OWNERS OF HARPER HOUSE CONDOMINIUM ("Harper House"), a condominium regime established pursuant to a Condominium Declaration dated April 12, 1976, and recorded among the Land Records of Baltimore City in Liber R.H.B. No. 3356, Folio 566, having an address c/o H. Donald Glaser, 111 Hamlet Hill Road, Village of Cross Keys, Baltimore, Maryland 21210.

RECITALS

A. The parties hereto are Lot Owners within the Cross Keys Tract, as those terms are defined in the Deed of Declaration and Agreement dated September 25, 1970, recorded among the aforesaid Land Records in Liber R.H.B. No. 2717, Folio 585 (the "Village Maintenance Declaration"). Specifically, the parties own Lots as shown on the "21st Amended Sub-division Plat of the Village of Cross Keys", recorded on

December 19, 1980 among the Plat Records of Baltimore City in
Pocket Folder R.H.B. No. 2744, as follows:

<u>Party</u>	<u>Lot No.</u>
VCKI	1-G, 2-A, 2-B, 1-J, 1-T
Shelter	1-E, 1-E1, 1-E3, 1-Q1
Village Properties	1-Q
Condo 1	1-A
Harper House	1-N

B. The Village Maintenance Declaration provides for the creation of a Maintenance Corporation, and in Paragraph 4 establishes that each Lot Owner in the Village of Cross Keys shall pay a proportionate share of costs and expenses of the operation and maintenance of Common Facilities and Recreational Facilities pursuant to formulas therein set forth which are uniform over the entire Village of Cross Keys.

C. The parties hereto have agreed that the formula for sharing of expenses set forth in the Village Maintenance Declaration may be in some respects inequitable, and that it would be more proper and appropriate that the Village of Cross Keys be divided into three separate and distinct areas for purpose of the sharing of expenses relating to the Common Facilities. The three areas to be so established are to be known as the "South Village", "Village Center" and "North Village". Said areas are delineated on the copy of the afore-said 21st Amended Subdivision Plat which is attached hereto as Exhibit A.

D. It appears that such division of the Village and separate allocation of costs and expenses of operation and maintenance of Common Facilities within each area may require an amendment of the Village Maintenance Declaration. Amendments of the Village Maintenance Declaration are governed by Paragraph 14 thereof, which requires the unanimous consent of all Lot Owners.

E. The parties hereto have agreed among themselves that they will endeavor to obtain such consent of all Lot Owners and will themselves be bound to execute such an amendment for mutual and general benefit.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by each party to the other, receipt whereof is hereby acknowledged, and in consideration of their mutual promises herein contained, the parties hereto agree as follows:

1. The parties hereto shall mutually endeavor to amend Paragraph 4 of the Village Maintenance Declaration to allow the separation of the costs and expenses of the operation and maintenance of the Common Facilities (but not the Recreational Facilities) among the three (3) areas delineated on the plat attached hereto as Exhibit A. Such amendment is to provide (a) the mechanics for determining how the costs and expenses of such operation and maintenance will be allocated among the three (3) areas, and which costs will continue to be borne by all three (3) areas, and (b) that the costs and expenses of such operation and maintenance of the Common Facilities will thereafter be separately determined for each area and borne by the Lot Owners within each area based on such formula as may be agreed upon by the Lot Owners within each area. The adoption of the formula for cost sharing within an area shall require a majority of the votes entitled to be cast by the Lot Owners within such area, with each Lot Owner having the same number of votes which are allocated to such Lot Owner as a Member of the Cross Keys Maintenance Corporation, a Delaware corporation. The parties recognize that the cost of maintenance and operation of certain of the Common Facilities will continue to be shared, including but not limited to, those Common Facilities in the vicinity of the Gate House which serve all three (3) areas.

2. Each party hereto binds itself and its successors and assigns to execute an amendment of the Village Maintenance

Declaration carrying out the provisions of this Agreement. This Agreement shall run with the land of each party hereto and shall be binding upon the land of each party and upon the successors and assigns of each party, for the benefit of all other parties hereto and all other Lot Owners within the Cross Keys Tract hereafter joining in such an amendment of the Village Maintenance Declaration.

3. Until the Village Maintenance Declaration has been amended pursuant to this Agreement, the costs and expenses of operation and maintenance of the Common Facilities allocable to the parties hereto shall be allocated among them in the manner allocated among them in the past, and shall be paid to the Cross Keys Maintenance Corporation by the parties hereto.

4. If the parties hereto cannot agree on a new formula for allocating the costs and expenses of the Common Facilities within ninety (90) days from the date hereof, then any one of the parties may thereafter require that the matter shall be settled, as between them, by binding arbitration in Baltimore City by a panel of three (3) arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In the event a new allocation has not been agreed to by the parties within said ninety (90) day period but the parties are negotiating in good faith to that end, the parties may by unanimous consent extend the negotiation period for additional sixty (60) day periods. In no event shall any arbitration hearing hereunder occur less than 150 days from the date hereof. The determination of the panel shall be final and conclusively binding upon the parties and may be entered as a judgment in any court of Baltimore City or the State of Maryland having jurisdiction. The aggregate expense of these arbitration proceedings shall be borne by the Lot Owners in the three (3) areas in the same manner as the panel determines the costs and expenses of the Common Facilities are to be allocated and

shared among the three (3) areas.

5. It is agreed by and between the parties hereto that the costs and expenses of operation and maintenance of the Recreational Facilities shall be borne by all Lot Owners in Cross Keys based upon the formula set forth in Paragraph 4 of the Village Maintenance Declaration, or such other basis as may be unanimously agreed upon.

AS WITNESS the due execution hereof by the parties as of the day and year first above written.

WITNESS:

THE VILLAGE OF CROSS KEYS INCORPORATED

By: Frank R. Higgins (SEAL)
FRANK R. HIGGINS Vice President

SHELTER CORPORATION OF CANADA, LIMITED

By: Earl J. Stone (SEAL)
Vice President

VILLAGE PROPERTIES OF CROSS KEYS, INC.

By: Earl J. Stone (SEAL)
President

THE COUNCIL OF UNIT OWNERS OF
CROSS KEYS CONDOMINIUM NO. 1

Christopher Mungfort By: Robert A. Waines (SEAL)
President

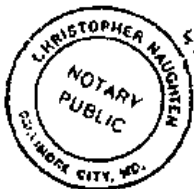
THE COUNCIL OF UNIT OWNERS OF
HARPER HOUSE CONDOMINIUM

Christopher Mungfort By: W. D. Smith (SEAL)
President

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 2nd day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Pauline R. Duggan, who acknowledged himself to be the Vice President of THE VILLAGE OF CROSS KEYS INCORPORATED, a Maryland corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

AS WITNESS my hand and Notarial Seal.



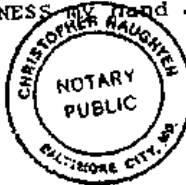
Christopher Naughton
Notary Public

My Commission Expires: July 1, 1982

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 1st day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Carl H. Blom, who acknowledged himself to be the Vice President of SHELTER CORPORATION OF CANADA, LIMITED, a Canadian corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Vice President.

AS WITNESS my hand and Notarial Seal.



Christopher Naughton
Notary Public

My Commission Expires: July 1, 1982

STATE OF MARYLAND, CITY/COUNTY OF Baltimore, TO WIT:

I HEREBY CERTIFY that on this 1st day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Carl H. Blom, who acknowledged himself to be the President of VILLAGE PROPERTIES OF CROSS KEYS, INC., a Maryland corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

AS WITNESS my hand and Notarial Seal.



Christopher Naughton
Notary Public

My Commission Expires: July 1, 1982

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 15th day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Arthur Weiner, who acknowledged himself to be the President of THE COUNCIL OF UNIT OWNERS OF CROSS KEYS CONDOMINIUM NO. 1, a condominium regime, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

AS WITNESS my hand and Notarial Seal.



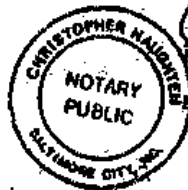
Christopher Naughton
Notary Public

My Commission Expires: *July 1, 1982*

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

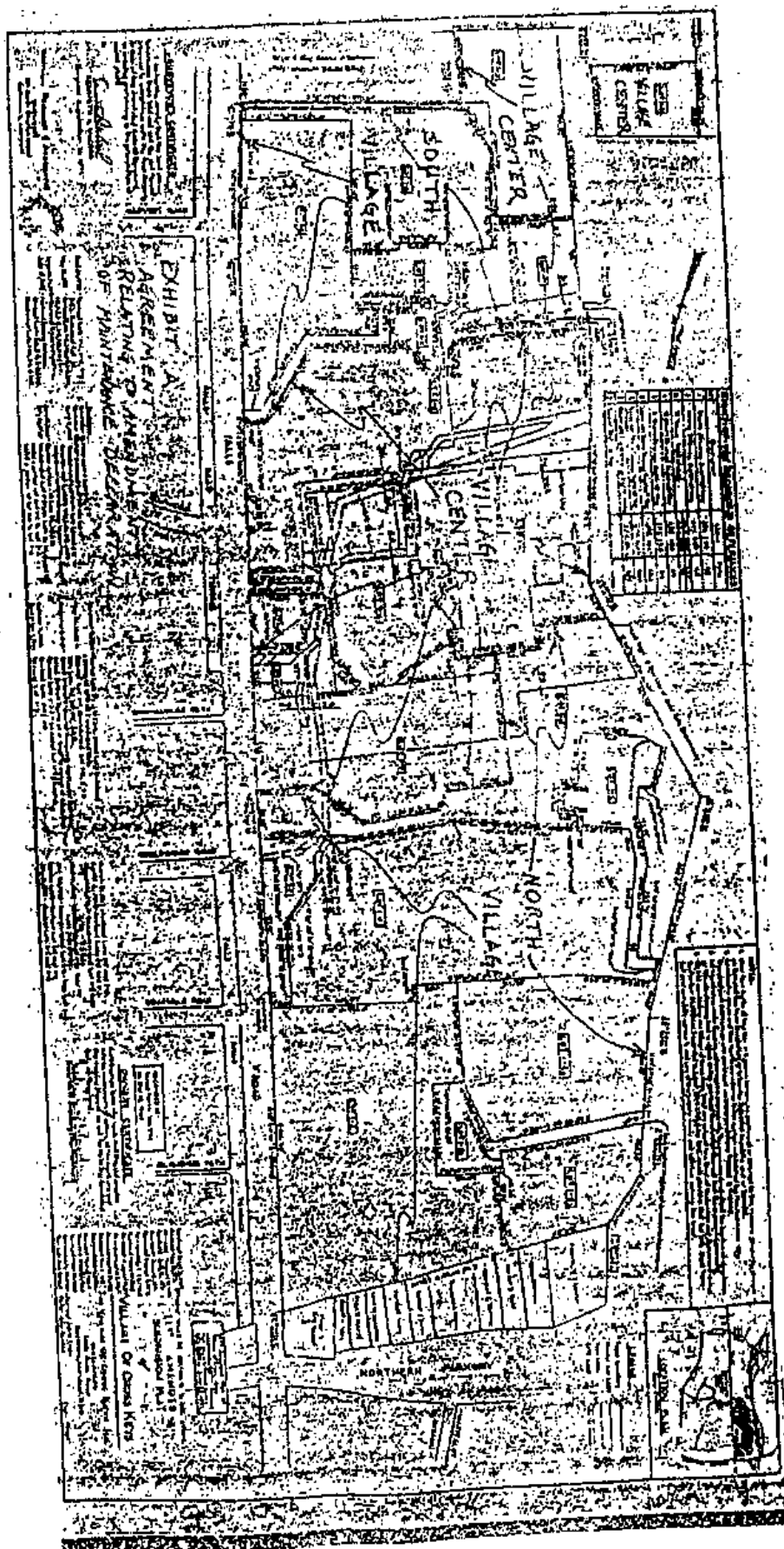
I HEREBY CERTIFY that on this 15th day of October, 1981, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared H. Donald Glaser, who acknowledged himself to be the President of THE COUNCIL OF UNIT OWNERS OF HARPER HOUSE CONDOMINIUM, a condominium regime, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

AS WITNESS my hand and Notarial Seal.



Christopher Naughton
Notary Public

My Commission Expires: *July 1, 1982*



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CONDOMINIUM MASTER DEED

THIS CONDOMINIUM MASTER DEED is made this 27th day of October, 1971, by THE VILLAGE OF CROSS KEYS, INCORPORATED, a Maryland corporation, having its principal office in Baltimore City, Maryland, herein called the Grantor, pursuant to the provisions of Article 21, Sections 117A, et seq., of the Annotated Code of Maryland (1970 Cumulative Supplement).

FIRST

The Grantor, pursuant to the aforesaid provisions of the Annotated Code of Maryland, does hereby expressly declare its desire to, and does hereby, submit the property hereinbelow described to the regime established pursuant to such provisions, and there is hereby established a horizontal property regime as therein provided, to be known as the "Cross Keys Condominium No. 1". The said horizontal property regime is established with respect to the Grantor's fee simple interest in its property, located in Baltimore City, State of Maryland, and more particularly described as follows:

4778 BEGINNING for the same at a point on the easterly right of way of Jones Falls Expressway, of variable width, said point being on the North 00°11'58" West, 614.89 foot line of the "Subdivision Plat of Village of Cross Keys", dated July 31, 1963 and recorded among the Land Records of Baltimore City in Pocket Folder J.F.C. No. 1749 on August 20, 1963; said point being 101.50 feet from the northerly end of said line; thence binding reversely on said line and on said easterly right of way of Jones Falls Expressway and on the outline of the aforementioned Plat, (1) South 00°11'58" East, 30.26 feet; thence leaving said easterly right of way of Jones Falls Expressway and running for lines of division through the aforementioned Plat the following nineteen courses and distances, (2) North 82°20'10" East, 98.41 feet; (3) South 07°39'50" East, 288.69 feet; (4) South 23°06'20" East, 86.51 feet; (5) North 80°59'58" East, 139.0 feet; (6) North 07°39'50" West, 7.23 feet; (7) North 80°59'58" East, 331.58 feet; (8) North 66°38'55" East, 270.00 feet; (9) South 16°17'40" East, 18.00 feet; (10) North 73°42'20" East, 61.19 feet; (11) North 15°36'10" West, 17.50 feet; (12) North 17°28'34" East, 52.58 feet; (13) North 16°17'39" West, 68.43 feet; (14) North 20°09'01" East, 130.00 feet; (15) North 03°26'20" West, 26.81 feet; (16) North 16°17'40" West, 204.30 feet; (17) South 73°42'20" West, 316.37 feet; (18) South 16°17'40" East, 45.08 feet; (19) South 73°42'20" West, 431.64 feet; (20) South 82°20'10" West, 219.97 feet to the point of BEGINNING.

REAL PROPERTY
TAXES PAID
DEPT. OF FINANCE
CITY OF BALTIMORE

TRANSFER TAX
REQUIRED
CHARLES J. TON
DIRECTOR OF FINANCE
PER AUTHORIZED SIGNATURE

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Containing 8.5830 acres of land, more or less.

BEING a part of the same property, which by deed dated December 13, 1961, and recorded among the Land Records of Baltimore City, Maryland in Liber J.F.C. No. 197, folio 65, was granted and conveyed by Baltimore Country Club of Baltimore City unto the Grantor herein (then called Community Research and Development Apartments, Inc.); and a part of the same property which, by Deed of Trust dated October 23, 1963, and recorded among said Land Records in Liber J.F.C. No. 1582, folio 4, and Supplemental Deed of Trust dated June 30, 1964, and recorded among said Land Records in Liber J.F.C. No. 1728, folio 407, was conveyed for security purposes to King Upton and Charles T. Albert, Trustees, to secure a Note of The Village of Cross Keys, Incorporated.

TOGETHER WITH all the rights, privileges and powers of a Lot Owner under and pursuant to Deed of Declaration and Agreement dated September 25, 1970, recorded among the Land Records of Baltimore City in Liber RHE 2717, folio 585, by The Village of Cross Keys, Incorporated, et al, pertaining to maintenance and use of certain Common Facilities and Recreational Facilities as therein defined; it is understood that the owner or owners of each Condominium Unit shall not be deemed to attain the status of a Lot Owner as that term is defined in the aforesaid September 25, 1970 Deed of Declaration and Agreement, but that Cross Keys Condominium No. 1 shall be considered such a Lot Owner; SUBJECT, HOWEVER, to all the obligations, burdens and duties of a Lot Owner pursuant thereto, including particularly, but not by way of limitation, the burden of all easements imposed by said Deed of Declaration and Agreement on all Common Facilities located within the above described premises, and the obligation of paying a proportionate part of the costs and expenses of operation and maintenance of the Common Facilities and Recreational Facilities as described therein; and SUBJECT, FURTHER, to the restriction that the determination of what shall constitute costs and expenses necessary to properly operate and maintain Common Facilities and Recreational Facilities, and what services shall be rendered in connection therewith, shall be within the sole and exclusive discretion of The Village of Cross Keys, Incorporated (or a Maintenance Corporation if it succeeds to the maintenance obligations

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set forth in said Deed of Declaration and Agreement), so long as such costs and expenses are reasonably incurred and allocated, and services reasonably undertaken, for the purpose of providing benefits available to the residents of the property referred to in said Deed of Declaration and Agreement as "Cross Keys Tract".

SUBJECT, HOWEVER, to the restrictions that (i) all lawns, landscaping and exterior building appearance within the above described property shall be cared for and maintained at the same level of quality as other residential areas which are included within the Cross Keys Tract as defined in the aforesaid Deed of Declaration and Agreement and which are maintained by The Village of Cross Keys, Incorporated (or a Maintenance Corporation which succeeds to its maintenance obligations with respect to said Tract), and (ii) there shall be no change made in exterior building appearance including, without limitation, no change in the color or kind of exterior building material used in building or for any paving surface without the written consent of The Village of Cross Keys, Incorporated (or successor Maintenance Corporation).

THE CONDOMINIUM HEREIN CREATED to have and to hold said tract, and the improvements thereon and appurtenances thereto unto and to the use of the said Condominium, and the owners of the units thereof, and its and their heirs, successors and assigns, in fee simple, forever, subject to the aforesaid provisions of the Annotated Code of Maryland and of this Deed.

SECOND

The Condominium hereby established shall consist of the tract of land above described, rights appurtenant thereto, and improvements thereto as follows, all of which improvements have been constructed and are more fully described in the Plats and plans attached hereto filed among the Plat Records of Baltimore City, Maryland, simultaneously with the recording hereof, consisting of 31 sheets designated Site Plan (Sheet 1), and three sheets for each of the ten buildings hereafter referred to, said 30 sheets

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consisting of (i) a Foundation Plan and Front Elevation, (ii) First Floor Plan, and (iii) Second Floor Plan and Rear Elevation for each building. Each of said plans is considered a part hereof as if set forth in full herein. The improvements are as follows:

1. Ten buildings, each consisting of a group of townhouse apartments, constructed on foundations and each building including a basement storage area under a portion of the building, with two full floor levels above the ground level for each of the townhouse apartments. Each building is located as shown on Sheet 1, Site Plan. Buildings designated as Buildings A, B, E and J each have nine Condominium Units as hereinafter described; buildings designated as Buildings C and D each have eight Condominium Units; buildings designated as Buildings F and G each have thirteen Condominium Units; and buildings designated as Buildings H and I each have ten Condominium Units.

2. The said premises are also improved by (i) drive-ways and parking areas, (ii) paved pedestrian walkways, and (iii) utilities and other appurtenant facilities.

THIRD

(a) Each of the Condominium Units shall be known and designated by the name of the road or court on which it faces, preceded by the number shown therefor on the Site Plan (Sheet 1), and the individual Floor Plans for the building in which located. Such Units are located in the buildings indicated as follows, the Unit designation numbers being even numbers only:

Building A - Nos. 18, 20, 22, 24, 26, 28, 30, 32 and 34 Palmer Green Court,

Building B - Nos. 2, 4, 6, 8, 10, 12, 14, 16 and 18 Hamlet Hill Road

Building C - Nos. 36, 38, 40, 42, 44, 46, 48 and 50 Palmer Green Court

Building D - Nos. 2, 4, 6, 8, 10, 12, 14 and 16 Palmer Green Court

Building E - Nos. 28, 30, 32, 34, 36, 38, 40
42 and 44 Olmsted Green Court

Building F - Nos. 46, 48, 50, 52, 54, 56, 58
60, 62, 64, 66, 68 and 70 Olmsted
Green Court

Building G - Nos. 2, 4, 6, 8, 10, 12, 14, 16,
18, 20, 22, 24 and 26 Olmsted
Green Court

Building H - Nos. 40, 42, 44, 46, 48, 50, 52,
54, 56 and 58 Bouton Green Court

Building I - Nos. 2, 4, 6, 8, 10, 12, 14, 16,
18 and 20 Bouton Green Court

Building J - Nos. 22, 24, 26, 28, 30, 32, 34,
36 and 38 Bouton Green Court

Each such Unit shall consist of a horizontal property extending from the Ground Level Elevation for that Unit, as shown on the several Elevation Plats, to and including the roof of that Unit, except that for Units Nos. 2, 34 and 50 Palmer Green, 2 Hamlet Hill Road, 2, 28 and 70 Olmsted Green Court, and 2, 22 and 58 Bouton Green Court such horizontal property shall extend from the structural parts of the building supporting the First Floor, at the elevation for each of such units as shown on the several Elevation Plats, to and including the roof of that Unit. At the ground level (and for the rear of Building H at the level of the surface of deck extension of the first floor) each Unit's horizontal property shall also include that area outside the building enclosure shown as Condominium Unit area on the respective First Floor Plans, which property shall extend up to level of the top of the roof of that unit's enclosed space. Each such unit shall include exclusive right to all space and facilities located within the area described for such unit (except such elements as are hereinafter described as limited common elements), to and including the structural masonry walls (but only to the center of structural masonry walls dividing units in the same building) defining the unit from the lowest level of the Condominium Unit to the top of such walls. Such units shall include but not be limited to partitions, doors and windows, plumbing, heating, electric, air conditioning, and other facilities located therein, and the interior stairways located therein. Each unit with a fireplace shall also include the flues

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from that fireplace to the top of the chimney serving it, and including that portion of such chimney (or the whole thereof) located in that unit's portion of the wall supporting the chimney.

(b) In addition to the Condominium Unit locations indicated in paragraph (a) above, each Condominium Unit shall consist of that additional storage space on the Basement Floor level in the building in which the unit is located designated with its Condominium Unit number on the Basement Floor Plan for that building. Such additional space shall consist of a horizontal property extending from the Basement Floor elevation of the section of the basement in which located in each respective building, as shown on the several elevation plans, to, but not including the level of the structural parts of the building supporting the First Floor of that building. Each Condominium Unit's additional space shall consist of the area shown as Condominium Unit area for that unit on the respective plans for each building, extending to but not including the walls of the space shown for that unit. Such additional Condominium Unit space shall, however, include the door to each unit's space and any electric or other facilities designed to serve that particular space.

(c) To the extent that any one unit may encroach on or be encroached on by any limited or general common area or other unit, the encroachment shall be deemed to be mutual easements between the units and/or area involved.

FOURTH

The general common elements and limited common elements of the Condominium shall be as follows:

1. All of the land in the premises above described in Item FIRST hereof, including all appurtenant rights thereof, and particularly all of the easement and other rights set forth in the Deed of Declaration and Agreement above described, shall be general common elements. All facilities located underground shall be general common elements or limited

common elements as hereafter described.

2. At the ground level, and extending from there upwards, all of the area of the said premises not included in the condominium units, as shown on the Plats filed herewith, and all facilities located in that area, shall be general common elements. Particularly, such common elements shall include the driveways, curbing, parking areas, and pedestrian walkways located within the Condominium premises.

3. Any lighting facilities, equipment and wiring installed to illuminate the above-mentioned general common elements, and the interest the Condominium may have, if any, in the primary telephone and electric lines and the water and sanitary sewer lines, other than individual feeder lines from each Condominium Unit, shall be general common elements.

4. The following, with respect to each of the ten buildings, shall be limited common elements reserved for all of the Condominium Units located in that building: footings and foundations for that building; the masonry structural walls enclosing the Basement storage area in the building; all structural elements of the building supporting the first floor located above the Basement storage area; the fences dividing and enclosing individual condominium unit areas located outside the building; the decking structure located at the rear of Building H (although such structure is maintained as a limited common element of Building H, the use of the deck is reserved for the individual units in the building as shown on the Ground Floor Plat of Building H indicating the deck space reserved for each unit). Notwithstanding the individual unit's extension to the full masonry exterior walls of the building in which located, the exterior surface of the building shall be maintained as a limited common element of that building.

FIFTH

The value of the complete property, fixed solely for purposes of allocating relative values to the respective condominium units in order to determine a percentage share of

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each unit in the expenses of and rights in the elements held in common and voting rights in the Condominium, is stated to be \$4,562,600.00. The respective values of the Condominium Units, percentages representing such values stated for the said purpose, and the number of votes to which the respective unit owners are entitled in all matters pertaining to the Condominium, are as follows:

<u>Units</u>	<u>Value Each Unit</u>	<u>% Each Unit</u>	<u>Value All Such Units</u>	<u>% Such Units</u>	<u>Votes Each Unit</u>
Nos. 6, 12, 22, 30, 40 and 46 Palmer Green Court					
Nos. 4, 8, 26, 34, 52 and 56 Bouton Green Court					
Nos. 6 and 14 Hamlet Hill Road					
Nos. 4, 6, 12, 18, 20, 22, 32, 40, 50, 52, 54, 60, 66 and 68 Olmsted Green Court (28 Units)	\$35,900	.787%	\$1,005,200	22.036	8
Nos. 4, 10, 14, 26, 38, 42 and 48 Palmer Green Court					
Nos. 10, 12, 16, 18, 30, 42, 44, 48 and 50 Bouton Green Court					
No. 10 Hamlet Hill Court					
Nos. 10, 16, 36, 56 and 62 Olmsted Green Court (22 Units)	\$41,900	.918%	\$ 921,800	20.196	9
Nos. 2 and 50 Palmer Green Court (2 Units)	\$42,900	.941%	\$ 85,800	01.882	10
Nos. 8, 20, 24, 28 and 44 Palmer Green Court					
Nos. 6, 14, 24, 28, 32 46 and 54 Bouton Green Court					
Nos. 4, 8 and 12 Hamlet Hill Court					
Nos. 8, 14, 30, 34, 38 58 and 64 Olmsted Green Court (22 Units)	\$55,000	1.205%	\$1,210,000	26.510	12
Nos. 16, 18 and 36 Palmer Green Court					
Nos. 2, 20, 22, 40 and 58 Bouton Green Court					
No. 2 Hamlet Hill Court					
Nos. 2, 28 and 70 Olmsted Green Court (12 Units)	\$56,100	1.230%	\$ 673,200	14.760	12.333

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No. 32 Palmer Green Court					
No. 36 Bouton Green Court					
No. 16 Hamlet Hill Court					
Nos. 24, 42 and 48					
Olmsted Green Court					
(6 Units)	\$55,000	1.206%	\$ 330,000	07.236	12
No. 34 Palmer Green Court					
No. 38 Bouton Green Court					
No. 18 Hamlet Hill Court					
Nos. 26, 44 and 46					
Olmsted Green Court					
(6 Units)	\$56,100	1.23%	\$ 336,600	07.380	12.333
Totals			<u>\$4,562,600</u>	<u>100%</u>	

SIXTH

The Condominium hereby created, and the rights, duties and liabilities of each Condominium Unit Owner, shall be governed by the provisions of this Master Deed and by the provisions of Article 21, Sections 117A to 142 inclusive of the Annotated Code of Maryland (1970 Cumulative Supplement), and, to the extent not inconsistent with such statutory or deed provisions, by the By-Laws of Cross Keys Condominium No. 1, in the form attached hereto as a part hereof, as such By-Laws may be amended from time to time by the members of the Condominium. The owner or owners of each Condominium Unit shall be entitled to the number of votes indicated for that unit in Item FIFTH above in all matters pertaining to the government or management of the Condominium, subject to provisions of Item NINTH hereof.

SEVENTH

The owner of each Condominium Unit shall maintain the same in good repair. No changes shall be made in any unit or the area included in any unit if such change results in a change in the exterior appearance of the building or walkways which are included in that unit. No change shall be made in any unit if such change results in any damage to or weakening of the structure of the building in which located or in any adverse effect on any other condominium unit. The Board of Directors of the Condominium, or any agent, representative or

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manager designated by such Board, shall have the right, at all reasonable times, to enter any Condominium Unit to ascertain compliance with such obligations. In the event of failure of a Condominium Unit owner to comply with any of such obligations, the Condominium, acting through its Board of Directors or any designated agent, representative or manager, shall, after ten days' prior written notice to the owner, and failure on the owner's part to correct the matters set forth in such notice, take such action as may be appropriate to make such repairs or prevent such changes and assess the cost thereof to such owner, as a lien on his Condominium Unit, in the same manner as such owner is assessed his share of common element costs. In event of emergency, the notice aforesaid shall not be required prior to the Condominium making any repairs, if, in the absence of such repairs, it is reasonable to assume structural damage to any building, or damage to any other Condominium Unit, or general or limited common element, would result.

EIGHTH

All expenses of maintenance of general common elements and limited common elements and from the operation of the Condominium, including the cost of all insurance carried by the Condominium and its management expenses, shall be assessed to all units in proportion to their respective percentage interests as set forth in Item FIFTH. All such charges against any Condominium Unit and all charges applicable to that unit from repairs (or other corrections) to the unit made pursuant to Item SEVENTH hereof, shall be levied and assessed as a lien at the beginning of each fiscal year, and shall become due and payable in installments, subject to acceleration on default, as the By-Laws shall provide.

NINTH

Each Condominium Unit may be leased or rented by the owner thereof for such term or terms as may be specified in

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the lease or rental agreement describing the same. Each Condominium Unit is also subject to alienation, mortgage, pledge, transfer, gift or conveyance in any other manner. Any mortgage or other security transfer shall not be considered as a change of ownership for purposes of voting or holding office in the management of the Condominium or for purposes of assessment of charges of the Condominium as aforesaid. Each Condominium Unit shall continue to remain subject to the provisions of this Master Deed, the By-Laws of the Condominium, and the management of the Condominium by its Board of Directors, however the same may be leased, mortgaged, granted, conveyed or otherwise alienated by the owner, his heirs, successors or assigns.

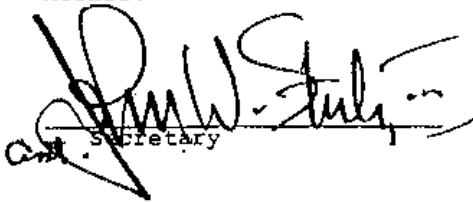
TENTH

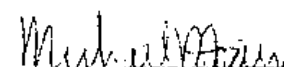
Stephen W. Wood and John W. Steele, III, Substituted Trustees under Deed of Trust dated October 23, 1963, and Supplemental Deed of Trust dated June 30, 1964, and Trustees under Deed of Trust dated October 27, 1971, for the benefit of The First National Bank of Boston, holder of the Notes secured by the said Deeds of Trust, and The First National Bank of Boston, join herein for the purpose of assenting to the creation of the within horizontal property regime, subject, however, to the condition that, until separately released by appropriate instrument hereafter, each of the within Condominium Units, and the common elements appurtenant thereto, shall remain subject to the lien of the aforesaid Deeds of Trust and Supplemental Deed of Trust, pursuant to the terms set forth therein.

IN WITNESS WHEREOF the Grantor has caused the within premises to be duly executed on its behalf and its seal hereunto affixed, the day and year first above written.

ATTEST:

THE VILLAGE OF CROSS KEYS,
INCORPORATED


Secretary

By: 
Vice President

WITNESS:

A. Henton (SEAL)
A. Henton (SEAL)

ATTEST:

THE FIRST NATIONAL BANK OF BOSTON

[Signature]
 Assistant Cashier

By: [Signature]
 Vice President

STATE OF MARYLAND,
 COUNTY OF HOWARD, SS:

I HEREBY CERTIFY that on this 27th day of October, 1971, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Michael Lewis, President of THE VILLAGE OF CROSS KEYS, INCORPORATED, personally known to me, who made oath that he is such President, and as such is authorized to make this acknowledgment, and he acknowledged the foregoing instrument to be the act and deed of the said body corporate.

AS WITNESS my hand and Notarial Seal.



[Signature]
 Notary Public

My commission expires: 7-1-74

STATE OF MARYLAND,
 COUNTY OF HOWARD, SS:

I HEREBY CERTIFY that on this 27th day of October, 1971, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared Stephen W. Wood, personally known to me, who acknowledged the foregoing instrument to be his act and deed, in his capacity as Trustee.

AS WITNESS my hand and Notarial Seal.



[Signature]
 Notary Public

My commission expires: 7-1-74

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STATE OF MARYLAND,
COUNTY OF HOWARD,

SS:

I HEREBY CERTIFY that on this 27th day of October, 1971, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared John W. Steele, III, personally known to me, who acknowledged the foregoing instrument to be his act and deed, in his capacity as Trustee.

AS WITNESS my hand and Notarial Seal.



Theresa A. Corcoran
Notary Public
My commission expires: 7-1-74

STATE OF MASSACHUSETTS,
COUNTY OF Suffolk, SS:

I HEREBY CERTIFY that on this 29th day of October, 1971, before me, the subscriber, a Notary Public in and for the State of Massachusetts, personally appeared Edwin B. Morris, III, Vice President of The First National Bank of Boston, personally known to me, who made oath that he is such Vice President, and as such is authorized to make this acknowledgment, and he acknowledged the foregoing instrument to be the act and deed of the said body corporate.

AS WITNESS my hand and Notarial Seal.

Philip D. Sturges
Notary Public

My commission expires: June 12, 1975

My Commission Expires June 12, 1975

Budget
Cross Keys Condominium #1

Order: JSXJVTX01
Address: 50 Palmer Green Dr
Order Date: 09-11-2025
Document ref for receipt
Honor Alire Doss

CROSS KEYS CONDOMINIUM ONE						
APPROVED 2025 BUDGET						
	Annual Budget		Proposed 2025 Budget		Variance 2024/2025	
INCOME						
Assessment	668,386.00		668,386.00		-	
Insurance Claim	-		-		-	
Late Fee Income	-		-		-	
TOTAL INCOME	668,386.00		668,386.00		-	
OPERATING EXPENSE:						
GENERAL & ADMINISTRATIVE						
Audit & Tax	3,250.00		3,500.00		250.00	
Postage	500.00		400.00		(100.00)	
Printing & Copying	750.00		500.00		(250.00)	
Website/Newsletter	700.00		700.00		-	
Insurance Property & Liab	64,000.00		75,500.00		11,500.00	
Insurance Deductible	-		-		-	
Legal	5,000.00		3,000.00		(2,000.00)	
Management Fee	30,900.00		30,900.00		-	
Master Dues CKMC	110,030.00		121,033.00		11,003.00	
Income Tax	650.00		650.00		-	
TOTAL ADMIN	215,780.00		236,183.00		20,403.00	
MAINTENANCE						
Building Repair/Maintenence	60,000.00		60,000.00		-	
Plumbing Repair/Maint	9,210.00		15,000.00		5,790.00	
Window Cleaning	2,000.00		2,000.00		-	
Reserve Study	-		5,000.00		5,000.00	
Gutter Maint/Cleaning	2,000.00		2,000.00		-	
TOTAL MAINTENANCE	73,210.00		84,000.00		10,790.00	
UTILITIES						
Gas	25,000.00		27,000.00		2,000.00	
Electric	8,000.00		8,300.00		300.00	
Water/Sewer	48,000.00		65,000.00		17,000.00	
Prior Year Water Billing	-		-		-	
TOTAL UTILITIES	81,000.00		100,300.00		19,300.00	
CONTRACT SERVICES						
Landscape	41,040.00		41,040.00		-	
Lawn, Trees, Shrubs	20,811.00		20,811.00		-	
Trash Removal	19,000.00		19,000.00		-	
Snow Removal	12,000.00		12,000.00		-	
Exterminator/Pest Control	-		-		-	
TOTAL CONTRACT SERVICE	92,851.00		92,851.00		-	
RESERVE CONTRIBUTION						
Reserve Contribution	205,545.00		155,052.00		(50,493.00)	
TOTAL EXPENSES	668,386.00		668,386.00		-	
NET INCOME						
	Condo Fee 2024		Condo Fee 2025			
	449.13		449.13			
	516.03		516.03			
	527.79		527.79			
	662.67		662.67			
	663.18		663.18			
	675.45		675.45			

Bylaws

Cross Keys Condominium #1

Order: 39X14776B
Address: 50 Palmer Green Ct
Cinn. Usher, OH 45206
Document: 001 for use as
Home/School/Doc

BY-LAWS OF CROSS KEYS CONDOMINIUM NO. 1ARTICLE I.PLAN OF RESIDENTIAL UNIT OWNERSHIP

SECTION 1. Unit Ownership. The Condominium located at the Village of Cross Keys in the City of Baltimore, Maryland, known as "Cross Keys Condominium No. 1", is submitted to the provisions of Section 117A, et seq., of Article 21 of the Annotated Code of Maryland (1970 Cumulative Supplement). 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. The term "Condominium" as used herein shall include the land, as well as the improvements thereon. In construing these By-Laws, and the government of the Condominium pursuant thereto, the provisions of Article 23 of the Annotated Code of Maryland (1970 Cumulative Supplement) pertaining to the government of regular business corporations, shall be considered as governing to the extent not inconsistent with the provisions of Article 21, Section 117A, et seq. (pertaining to Condominiums), the Master Deed and these By-Laws, the Condominium being considered the corporation and the owners being considered the stockholders.

SECTION 3. Personal Application. All present and future

owners, 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 Master Deed to which these By-Laws are attached.

The mere acquisition or rental of any of the Condominium Units ("Units") as described in the Master Deed or the mere act of occupancy of any of said units will signify that these By-Laws as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II.

THE OWNERS

SECTION 1. Owners. The Condominium is owned by the owners of the Units, each of whom shall be entitled to the number of votes indicated for his unit in the Condominium Master Deed. No lessee, lien holder, mortgagee, pledgee or contract purchaser shall have any voting rights with respect to the affairs of the Condominium.

SECTION 2. Annual Meetings. The Condominium shall hold each year, commencing with the year 1972, an annual meeting of the owners for the election of directors and the transaction of any business within the powers of the Condominium, at 8:00 o'clock p.m. on (i) the first Wednesday in November in each year if not a legal holiday, and if a legal holiday then on the first day following which is not a legal holiday; or (ii) on such other date within three months before or after that date

as may be determined by the Board of Directors. 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 statute, by the Master Deed 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 its otherwise valid acts.

SECTION 3. Special Meetings. At any time in the interval between annual meetings, special meetings of the Condominium may be called by the President or by a majority of the Board of Directors by vote at a meeting or in writing with or without a meeting.

SECTION 4. Place of Meetings. All meetings of owners shall be held at the Village of Cross Keys in Baltimore, Maryland, except in cases in which the notice thereof designates some other place; but all such meetings shall be held within the State of Maryland.

SECTION 5. Notice of Meetings. Regular meetings of owners may be held pursuant to a regular schedule of time and place, of which written notice has previously been given to each member not less than ten days before the first such meeting. Not less than ten days nor more than ninety days before the date of every other owners' meeting, the secretary shall give to each owner entitled to vote at such meeting, written 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, any 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 proxy, shall be deemed equivalent to the giving of such notice to such persons. Any meeting of owners, 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 6. Quorum. At any meeting of owners, the presence in person or by proxy of owners entitled to cast a majority of the votes thereat shall constitute a quorum; but this section shall not affect any requirement under statute or under the Master Deed of the Condominium for the vote necessary for the adoption of any measure. In the absence of a quorum the 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 7. Votes Required. A majority of the votes cast at a meeting of owners, duly called and at which a quorum is present in person or by proxy, 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 statute or by the Master Deed.

SECTION 8. Proxies. An 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 eleven months from its date, unless otherwise provided in the proxy. 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.

SECTION 9. List of Owners. At each meeting of owners, a full, true and complete list in alphabetical order of all owners entitled to vote at such meeting shall be furnished by the Secretary.

SECTION 10. Voting. In all elections for directors every owner shall have the right to vote, in person or by proxy, for as many persons as there are directors to be elected. At all meetings of 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 chairman of the meeting. Unless

demande or ordered by a majority of owners present, no vote need be by ballot, and voting need not be conducted by inspectors.

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

ARTICLE III.

BOARD OF DIRECTORS

SECTION 1. Powers. 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 except such as are by statute or the Master Deed or the By-Laws conferred upon or reserved to the 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 care, upkeep, and surveillance of the buildings and other facilities of the Condominium, including its general and limited common elements and services; designation, hiring and dismissal of the personnel necessary for the good working order of the buildings and for the proper care of the general and limited common elements and to provide services for the buildings. 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 owners, due the Condominium, including the power to enforce any lien for the same.

SECTION 2. Number of Directors. The number of Directors of the Condominium shall initially be three, until such number be changed as herein provided. By vote of a majority of the entire Board of Directors, the number of Directors may be increased or decreased, from time to time, to not exceeding nine nor less than three Directors, but the tenure of office of a Director shall not be affected by any decrease in the number of Directors so made by the Board.

SECTION 3. Election of Directors. Until the first annual meeting of owners or until successors are duly elected and qualify, the Board shall consist of Michael Spear, Morton P. Fisher, Jr. and John W. Steele, III. At each annual meeting of owners the owners shall elect Directors, for one year terms or until their successors are elected and qualify (or for a shorter term to fill a vacancy arising for an uncompleted term). At any meeting of owners, duly called and at which a quorum is present, the 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. Vacancies. Any vacancy occurring in the Board of Directors for any cause other than by reason of an increase in the number of Directors may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum. Any vacancy occurring by reason of an increase in the number of Directors may be filled by action of a majority of the entire Board of Directors. A Director elected by the Board of Directors to fill a vacancy shall be elected to hold office until the next annual meeting of owners or until his successor is elected and qualifies.

SECTION 5. Regular Meetings. After each meeting of owners 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 owners at such meeting; and in the event that no other time is designated by the owners, the Board of Directors shall meet at 8:00 o'clock p.m. on the day of such meeting. Such first meeting shall be held at such place within or without the State of Maryland as may be designated by the 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 Hollyday Room, Village of Cross Keys, Baltimore, 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 within or without the State of Maryland as may be designated from time to time by the Board of Directors.

SECTION 6. 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 within or without the State of Maryland 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.

SECTION 7. Notice of Meetings. Except as provided in Section 5 of this Article, notice of the place, day and hour of every regular and special meeting shall be given to each Director two days (or more) 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 three days (or more) 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.

SECTION 8. Quorum. At all meetings of the Board of Directors, one-half 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 statute, by the Master Deed or by the 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 9. Compensation. By resolution of the Board of Directors expenses of attendance, if any, may be allowed to Directors for attendance at each regular or special meeting of the Board of Directors or of committees thereof, but Directors as such shall not receive any compensation for their services except such as may be authorized or permitted by vote of the owners. A Director who serves the Condominium in any other capacity, however, may receive compensation therefor without such vote of the owners.

SECTION 10. Informal Action by Directors. 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 11. Committees. The Board of Directors may by resolution provide for such standing or special committees as it deems desirable, and discontinue the same at 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.

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 statute, 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. President. The President shall preside at all meetings of the owners 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, all authorized deeds, mortgages, bonds, contracts or 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.

SECTION 3. Vice President. 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. Secretary. The Secretary shall keep the minutes of the meetings of the owners 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 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. Treasurer. 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 Condominium, all moneys or other valuable effects in such banks, trust companies or other depositories 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. Assistant Officers. The Assistant Secretary shall have such 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. Compensation. The Board of Directors shall have power to fix the compensation of all officers of the Condominium.

SECTION 8. Removal. Any officer or agent of the Condominium 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.

ARTICLE V.

OBLIGATIONS OF THE OWNERS

SECTION 1. Assessments. Each owner is obligated to pay the assessments imposed upon him by the Condominium to meet general common element and limited common element expenses, which may include a liability insurance policy premium and a fire and other hazard insurance premium. The assessments shall be made pro rata according to the value of the Unit owned as stipulated in the Master Deed. Such assessments may include payments to a general operating reserve. Any such assessments levied upon the owner of a Unit shall become a lien on said Unit at the time assessed and until paid in full. Each regular assessment levied shall be due and payable in twelve monthly installments fifteen (15) days after assessed, subject to acceleration on default and/or late charges, as shall be provided by the Board of Directors. Any special assessment, designated as such by the Board of Directors, shall be due and payable when assessed. There will be no declaration in trust for enforcement of said lien.

SECTION 2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance

and repair work within his own Unit which, if omitted, would affect the general or limited 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 heating, air conditioning, water, light, power, appliances, telephones, doors, windows, lamps and all other accessories belonging to the Unit areas shall be at the owner's expense except as otherwise provided in subparagraph (e) of this Article V, Section 2.

(c) An owner shall make no change in the landscaping included within his condominium unit area without the approval in writing of the condominium management. The Condominium will maintain the shrubs, lawns and walks within unenclosed individual unit areas in front of each building, and the cost thereof will be assessed to all units in the manner of general common area maintenance. Each unit owner will be responsible for maintenance of his condominium unit area located outside on the rear of the building; if such area is not maintained, with grass cut to lawn length, the Condominium may, without notice, enter such area for purposes of cutting the grass therein and charge the cost thereof to the unit owner as in the case of repairs under Item SEVENTH of the Master Deed.

(d) An owner shall reimburse the Condominium for any expenditures incurred in repairing or replacing any general or limited common element damaged through his fault, other than damage arising from an insured casualty.

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(e) The Condominium will be responsible for maintenance of individual units to the extent its Board of Directors considers appropriate until such time as two-thirds (2/3rds) of the owners direct otherwise; the costs of such maintenance shall be assessed in the same manner as the common element expenses under Section 1 of Article V.

SECTION 3. Destruction of Buildings.

(a) In the event of the destruction of any part or all of one or more of the buildings of the Condominium such destroyed part or parts shall be rebuilt unless such destruction amounts to more than two-thirds in value of the total value of all buildings. In such rebuilding the proceeds of any casualty insurance shall be used to the extent available, being allocated to the Units, general common elements and limited 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 owner thereof and as to the general common elements and limited common elements by assessment as for repairs to such elements.

If any owner of a Unit does not commence repair, including rebuilding of his entire Unit if necessary and not inconsistent with Article V, Section 3(b) hereinbelow, of his Unit within a reasonable time after destruction, the Condominium may proceed with such repair or rebuilding and the costs thereof in excess of any insurance proceeds shall be the responsibility of such owner. In addition to any other remedies permitted by

law, the Condominium shall have a lien against any such Unit for the unreimbursed costs in the same manner as an assessment under Article V, Section 1.

(b) In the event of the destruction of any part or all of the buildings of the Condominium amounting to more than two-thirds in value of the total value of all buildings, the damage and destruction shall not be restored if any owner does not agree thereto at an owner's meeting called to consider the question of such restoration. Upon such restoration, the costs shall be paid as provided in (a) above. If the buildings are not restored following such destruction, the proceeds of any fire or other insurance payable as a result of such destruction shall be allocated among the Units destroyed or damaged and the general and limited common elements damaged or destroyed in proportion to the cost of restoring each, based upon appraisals approved by the Board of Directors, and such proceeds allocated to each Unit paid over to the owner (or lien holders, if any) thereof. Amounts allocated to general and limited common elements shall be paid over to the owners (or lien holders, if any) of the Units responsible for maintenance of such elements, and in the proportion of their relative contributions to repairs to such elements.

SECTION 4. Use of Condominium Units - Internal Changes.

(a) All Units shall be utilized for residential purposes only.

(b) An owner shall not make structural modifications or alterations in his Unit or installations located therein unless he has previously fully informed the Condominium in

writing through the President of the Board of Directors and received no objection thereto. The Condominium 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 5. Use of General Common Elements and Limited Common Elements. An owner shall not place or cause to be placed in the general common elements any furniture, packages or objects of any kind, except for the parking of vehicles in parking areas. The remaining general 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.

SECTION 6. Right of Entry. An owner shall grant right of entry to any person authorized by the Board of Directors of the Condominium in case of any emergency originating in or threatening his Unit, whether the owner is present at the time or not.

SECTION 7. Rules of Conduct.

(a) No resident of the Condominium shall post any advertisements or posters of any kind on the Condominium except as authorized by the Board of Directors.

(b) No owner shall change the appearance of any exterior surface of any building, including his unit area, without the written permission of the Board of Directors.

(c) Clothing, bedding, linen and other items of personal property shall not be hung on exterior railings or on any other exterior part of the building.

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(d) Residents shall exercise care about making noises or in the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

(e) The Board of Directors may make such other reasonable rules as they may deem appropriate.

ARTICLE VI

INSURANCE

SECTION 1. Protective Policies. The Board of Directors, with the approval of a majority of the owners, shall procure and maintain, in its name, or the name of the Manager or other designee, as agent or trustee for the benefit of the owners who shall be deemed parties insured, policies of insurance in stock insurance companies licensed to do business with the State of Maryland, to the extent obtainable, as follows:

(a) A policy or policies insuring the buildings against loss, damage or destruction by fire or other casualty, including 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 not less than 80% of the fully insurable replacement value of the buildings, without regard to depreciation. 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

Condominium 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 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 casualty insured against. In lieu of the foregoing insurance, the Board of Directors may procure and maintain such other insurance against loss, damage or destruction of the general common elements, limited common elements and the Condominium Units, as shall give substantially equal or greater protection to the owners, as their interest may appear.

(b) Such insurance as will protect the owners, and each of them, from claims under workmen's compensation acts and other employee benefit acts.

(c) Such insurances as will protect the Manager, the Board of Directors, the 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 Project or the management or operation of said project, or because of any injury or damage sustained on or attributable to the property, including the ownership, maintenance and use of the parking and other areas outside the buildings. It is intended that the insurance described in this subparagraph be a comprehensive general liability policy endorsed to protect each owner against all liability arising out of or otherwise attributable to the property, including operation

of the premises, products liability, liability attributable to work or other act of an independent contractor, or let or sub-let work, landlords-tenants liability, and contractual liability. Further, the insurance shall cover the liability of one or more owner as parties insured to one or more of the remaining owners, though also parties insured. Such public liability insurance shall be in the limits of at least \$500,000.00 for injuries or damages sustained by any one person, \$1,000,000.00 for injuries or damages sustained by two or more persons in any one accident, and \$25,000.00 for property damage. The public liability insurance policy shall be so endorsed as to protect the insured against liability imposed or assumed by any contract.

(d) In all events, each policy of insurance procured under this Section 1 of Article VI shall contain a waiver of the insurer's subrogation rights against each owner, if available at no unreasonable surcharge, 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 owner, whether before or after the loss, damage or destruction may occur. Further, each policy of insurance shall provide that any owner in his own right may procure other insurance, fire casualty, liability or otherwise, and that such other insurance shall in no wise serve to reduce, abate, diminish or cause any proration in payment of the total loss by the insurer. Each policy of insurance procured under paragraphs (a) or (b) of this Section 1 shall state that the exclusive right and authority to adjust losses under the policy shall be vested in the Board of Directors.

Nothing provided in this Article VI shall prejudice the right of any owner to insure his Condominium Unit on his account and for his own benefit, or to insure himself against liability to others. If the owners, however, shall procure fire or other casualty insurance covering his Condominium Unit or his interest in the Condominium Project, he shall file with the Board of Directors a duplicate of the insurance policy.

SECTION 2. Repairs and Replacements. Unless more than two-thirds (2/3rds) of the buildings are destroyed, the proceeds of any insurance policy procured under the provisions of paragraph (a) of Section 1 of this Article VI shall be applied to repair, restore and reconstruct the Condominium Units and common elements as provided in Article V, Section 3(a). If the proceeds of insurance 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 owners as a common expense, upon special assessment therefor and levy thereof by the Board of Directors against each owner in accordance with his percentage interest factor.

SECTION 3. Disbursement of Insurance Proceeds. If more than two-thirds (2/3rds) of the buildings are destroyed, then the disbursement of the proceeds of all insurance policies shall be paid in accordance with and governed by the provisions of Section 3 of Article V, supra.

SECTION 4. Applications for Insurance. Each 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 VI. The Board of Directors shall notify the Owners as to whether or not public liability insurance is carried on the common elements.

ARTICLE VII

FINANCE

SECTION 1. Checks, Drafts, etc. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Condominium, shall be signed by officers or agents of the Condominium, as determined by the Board of Directors.

SECTION 2. Annual Reports. There shall be prepared annually a full and correct statement of the affairs of the Condominium, including a balance sheet and a financial statement of operations for the preceding fiscal year, which shall be audited by an independent public accountant and submitted at the annual meeting of the owners and filed within twenty days thereafter at the principal office of the Condominium in the State.

SECTION 3. Fiscal Year. The fiscal year of the Condominium shall be the twelve (12) month period ending on May 31 in each year, unless some other fiscal year is provided by the Board of Directors.

ARTICLE VIII.

AMENDMENTS

SECTION 1. By-Laws. These By-Laws may be amended by the Condominium at any duly constituted meeting, provided the notice thereof shall specify the amendment to be voted on, and provided the same is approved by at least two-thirds (2/3rds) of the owners;

subject, however, to the restriction set forth in Article II, Section 1, of the By-Laws.

ARTICLE IX.

MORTGAGES

SECTION 1. Notice to Association. An owner who mortgages his Unit shall notify the President of the Board of Directors of the name and address of his mortgagee; and the Condominium shall maintain such information in a book entitled "Mortgagees of Units". If such owner so requests, copies of all notices to the owner will also be sent to his mortgagee.

SECTION 2. The Condominium shall notify any mortgagee of which it has such notice of any of the following: (1) defaults in payments by the owner-mortgagor due the Condominium, (2) changes in fire insurance carried by the Condominium, and (3) changes in the manager of the Condominium.

ARTICLE X.

RESIDENT AGENT

SECTION 1. The Resident Agent authorized to accept service of process in any action relating to two (2) or more Units or to the common elements as authorized by Article 21, Section 138. of the Annotated Code of Maryland (1970 Cumulative Supplement), or any amendments thereof, shall be Mathias J. DeVito, whose address is Office of the General Counsel, The Rouse Company, Columbia, Maryland, and who is a resident of Baltimore City, Maryland. 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.

ARTICLE XI.

COMPLIANCE

SECTION 1. These By-Laws are set forth to comply with the requirements of Article 21, Section 117A, et seq., of the Annotated Code of Maryland (1970 Cumulative Supplement). In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

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BALTIMORE CITY, LIBER R.E.B. 2852 PAGE 41 ROBERT H. BOUSE, CLERK

CROSS KEYS CONDOMINIUM NO. 1

AMENDMENT TO BY-LAWS

THIS AMENDMENT TO BY-LAWS, dated this 22nd day of June, 2009, by CROSS KEYS CONDOMINIUM NO. 1 ("hereinafter referred to as the ACouncil").

EXPLANATORY STATEMENT

4778-F
A. Cross Keys Condominium No. 1 (the AC Condominium®) was established by a Condominium Master Deed dated October 27, 1971 and recorded among the Land Records of Baltimore City on November 12, 1971 in Liber R.H.B. No. 2852, Folio 41 (the "Master Deed"), and the By-Laws recorded as aforesaid at Liber R.H.B. No. 2852, Folio 54, as amended (collectively the "By-Laws."

B. The Condominium has duly authorized and approved the Amendment to the By-Laws hereinafter set forth in the manner and by the vote required by law and by Article VIII of the By-Laws, at a duly called meeting of the members of the Condominium with a quorum being present, pursuant to Article II, Section VI of the By-Laws.

NOW, THEREFORE, for the purposes aforesaid, the Condominium does hereby state and declare as follows:

1. That Article V is amended by enactment of new Section 8, as follows:

Section 8. Leasing of Units

No Unit may be leased by any Owner for a lease term of less than six (6) months. No less than the entire Unit may be leased by its Owner, and the leasing of individual bedrooms is specifically prohibited. All leases shall be in writing and shall contain covenants obligating the Unit Owner's Tenant to observe all Rules of the Condominium, as promulgated from time-to-time, and all restrictions and conditions imposed by the Master Deed and By-Laws. The Unit Owner shall provide a copy of the Master Deed, By-Laws and Rules to the Tenant and shall obtain a written acknowledgement from the Tenant that he/she/they received them and agree to comply with their provisions. The Unit Owner shall provide a copy of the written lease and the Tenant acknowledgement to the Board. If the Unit Owner fails to comply with the provisions of this subparagraph, such failure shall be a violation of these By-Laws and enforceable at law, in equity, or by the levying of a fine against the violating Unit Owner.

BOOK 12836 PAGE 079

IN WITNESS WHEREOF, the President and Secretary of the Board of Directors certify that the foregoing Amendment was approved by not less than sixty-six and two-thirds (66 2/3) of the votes appurtenant to all Units at a meeting of the Condominium.

WITNESS:

CROSS KEYS CONDOMINIUM NO. 1

[Signature]

By:

[Signature]

President

[Signature]

By:

Dail E. Mandell

Secretary

STATE OF MARYLAND, City OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of June, 2009, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Sidney Levy and Gail E. Mandell, who acknowledged themselves to be the President and Secretary of the Board of Directors of Cross Keys Condominium No. 1, and that they, being authorized so to do, executed the foregoing instrument herein contained by signing for the Condominium by themselves as President and Secretary.

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

[Signature]
Notary Public

My Commission Expires: 12/8/2013



60371.001A Approved By: Law Clerk, 10/1/09

Return To:

Bruce D. Brown
Rosen Hoover P.A.
100 N. Charles St., Suite 1010
Baltimore, MD 21201
(410) 539-6606

R8146.511 S
2:12/20/89

SECOND AMENDMENT TO CONDOMINIUM BY-LAWS
CROSS KEYS CONDOMINIUM NO. 1

THIS SECOND AMENDMENT TO CONDOMINIUM BY-LAWS ("Second Amendment") is made this 17th day of May, 1991 by CROSS KEYS CONDOMINIUM NO. 1, an unincorporated association of the owners of condominium units in Cross Keys Condominium No. 1 located in Baltimore City, Maryland.

INTRODUCTORY STATEMENT

4778E
A. Cross Keys Condominium No. 1 (the "Condominium") was established by a Condominium Master Deed dated October 27, 1971 and recorded among the land records of Baltimore City, Maryland on November 12, 1971 in Liber R.H.B. No. 2852, folio 41, ("Master Deed") and the By-Laws recorded as aforesaid at Liber R.H.B. No. 2852, folio 54, as amended by an Amendment to Condominium By-Laws dated August 25, 1983 and recorded among the aforesaid land records in Liber S.E.B. No. 101, folio 627 (collectively, the "By-Laws").

B. The Condominium has heretofore duly authorized and approved the Amendment to the By-Laws hereinafter set forth in the manner and by the vote required by Law and by Article VIII of the By-Laws, at a duly called meeting of the members of the Condominium with a quorum being present, pursuant to Article II, Section 6 of the By-laws.

NOW, THEREFORE, the undersigned officers of the Condominium hereby certify that the By-Laws have been amended and modified as follows:

1. Article V, Section 4(a) of the By-laws is amended by adding thereto the following:

Notwithstanding any provision to the contrary set forth in these By-laws, no portion of the Condominium (including Units and Common Elements) shall be used for the operation of a "family daycare home." For purposes of this Section 4(a), "family daycare home" means a residence in which care is given to a child in place of parental care for less than twenty-four (24) hours per day in a residence other than the child's residence, for which the daycare provider is paid. The prohibition set forth in this Section 4(a) shall apply retroactively, to the end that operation of family daycare homes in Units within the Condominium which has heretofore taken place or is currently taking place, is

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forthwith prohibited. Notwithstanding any provision to the contrary set forth in these Bylaws, this Section 4(a) may be eliminated by the vote of a majority of the total eligible votes of the Condominium cast pursuant to the procedures set forth herein for amending these By-laws.

2. Except as herein amended and modified, the By-Laws remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Condominium has caused this Second Amendment to be executed and sealed on its behalf by its duly authorized officers the day and year first-above written.

WITNESS:

CROSS KEYS CONDOMINIUM NO. 1

an. j. M.

By: Arthur Weiner (SEAL)
ARTHUR WEINER, President

an. j. M.

By: Edna M. Rosenberg (SEAL)
EDNA M. ROSENBERG, Secretary

STATE OF MARYLAND

TO WIT:

CITY OF BALTIMORE

I HEREBY CERTIFY that on this 17th day of May 1991, before me, the subscriber, a Notary Public for the State aforesaid, personally appeared Arthur Weiner, President and Edna M. Rosenberg, Secretary of Cross Keys Condominium No. 1, and they acknowledged the foregoing Second Amendment to Condominium By-Laws to be the act of said Condominium and they further acknowledged and certified that Edna M. Rosenberg, as Secretary, is the person specified in Article II, Section 10 of the By-Laws to tally all votes cast on questions coming before each meeting of the Owners and that the foregoing Second

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Amendment to Condominium By-Laws was approved by the percentage of votes required by Law and by the Master Deed and By-Laws of said Condominium.

AS WITNESS my hand and Notarial Seal.

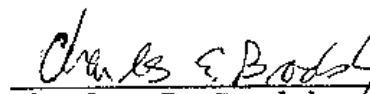

Notary Public

My Commission Expires: 12/1/92



002H0206 A **** RECORD \$15.50

THIS IS TO CERTIFY that the within instrument was prepared by or under the supervision of the undersigned Maryland attorney.


Charles E. Brodsky

000010

RETURN TO:
Charles E. Brodsky, Esq.
Gordon, Feinblatt, Rothman,
Hoffberger & Hollander
233 E. Redwood Street
Baltimore, Maryland 21202

4778E

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CLERK

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CROSS KEYS CONDOMINIUM NO. 1
NOTICE OF BY-LAW AMENDMENT

The following is a By-Law Amendment adopted by the Owners of Cross Keys Condominium No. 1. This Amendment has been recorded among the Land Records of Baltimore City, Maryland in Liber SEB No. 2856, folio 439 by a Second Amendment to Condominium By-Laws dated May 17, 1991. This Notice is punched for insertion in your book of Condominium documents. You are urged to read this Amendment and to insert this Notice in your book of documents.

The Cross Keys Condominium No. 1 By-Laws have been amended and modified by adding to Article V, Section 4(a) the following text:

Notwithstanding any provision to the contrary set forth in these By-Laws, no portion of the Condominium (including Units and Common Elements) shall be used for the operation of a "family daycare home." For purposes of this Section 4(a), "family daycare home" means a residence in which care is given to a child in place of parental care for less than twenty-four (24) hours per day in a residence other than the child's residence, for which the daycare provider is paid. The prohibition set forth in this Section 4(a) shall apply retroactively, to the end that operation of family daycare homes in Units within the Condominium which has heretofore taken place or is currently taking place, is forthwith prohibited. Notwithstanding any provision to the contrary set forth in these By-Laws, the provisions of this Section 4(a) may be eliminated by the vote of a majority of the total eligible votes of the Condominium cast pursuant to the procedures set forth herein for amending these By-Laws.

END

THIRD AMENDMENT TO CONDOMINIUM BY-LAWS

CROSS KEYS CONDOMINIUM NO. 1

THIS THIRD AMENDMENT TO CONDOMINIUM BY-LAWS ("Third Amendment") is made this 15th day of MARCH, 2002 by **CROSS KEYS CONDOMINIUM NO. 1**, an unincorporated association of the owners of condominium units in Cross Keys Condominium No. 1 located in Baltimore City, Maryland.

INTRODUCTORY STATEMENT

A. Cross Keys Condominium No. 1 (the "Condominium") was established by a Condominium Master Deed dated October 27, 1971 and recorded among the Land Records of Baltimore City, Maryland on November 12, 1971 in Liber R.H.B. No. 2852, folio 41 ("Master Deed") and the By-Laws recorded in said Land Records at Liber R.H.B. No. 2852, folio 54, as amended by an Amendment to Condominium By-Laws dated August 25, 1983 and recorded among the said Land Records in Liber S.E.B. No. 101, folio 627 and further amended by a Second Amendment to Condominium By-Laws dated May 17, 1991 and recorded among the said Land Records in Liber S.E.B. No. 2856, folio 439 (collectively, the "By-Laws").

B. The Condominium has heretofore duly authorized and approved the Third Amendment to the By-laws hereinafter set forth in the manner and by the vote required by law and by Article VIII of the By-laws.

NOW, THEREFORE, the undersigned officers of the Condominium hereby certify that the By-Laws have been amended and modified as follows:

1. The first sentence of Article II, Section 6 of the By-Laws is hereby deleted and the following is hereby inserted in lieu thereof:

"Section 6. Quorum. At any meeting of owners, the presence in person or by proxy of owners entitled to cast twenty-five percent (25%) of the votes thereat, shall constitute a quorum; but this section shall not affect any requirement under statute or under the Master Deed of the Condominium for the vote necessary for the adoption of any measure".

2. Except as herein amended and modified, the By-laws remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Condominium has caused this Third Amendment to be executed and sealed on its behalf by its duly authorized officers the day and

year first-above written.

WITNESS:

David Widows

Mary McPherson

CROSS KEYS CONDOMINIUM NO. 1

By: David Widows (SEAL)
David Widows, President

By: Mary McPherson (SEAL)
Mary McPherson, Secretary

STATE OF MARYLAND)
CITY/COUNTY OF BALTIMORE) to wit:

I HEREBY CERTIFY that on this 15th day of MARCH, 2002, a Notary Public of the State of Maryland, personally appeared *David Widows*, President and *Mary McPherson*, Secretary of *Cross Keys Condominium No. 1*, an unincorporated association, and that they as such officers, being authorized so to do, executed this Third Amendment to Condominium By-laws for the purposes therein contained by signing the name of the *Cross Keys Condominium 1* by themselves as such officers; and that they further acknowledge and certify that *Mary McPherson*, as Secretary, is the person specified pursuant to Article II, Section 10 of the By-Laws to count votes at the meeting of the council of unit owners that this Third Amendment was approved and that this Third Amendment to the Condominium By-Laws was approved by the percentage of votes required by law and by the By-Laws of said Condominium.

WITNESS my hand and Notarial Seal.

Mary Anne Breeding
Notary Public
My Commission Expires: 12/1/03

After Recording, Return To:
Janice Portney, Legal Assistant
Gordon, Feinblatt, Rothman, Hoffberger & Hollander, LLC
The Garrett Building
233 East Redwood Street
Baltimore, Maryland 21202-3332

CC&Rs
Cross Keys Condominium #1

Order: JBZJN743E
Address: 10 Palmer Green Ct
Order Date: 08-01-2025
Document not for resale
HomeVestors Inc

This document is currently either not available or not applicable for this association.

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Collection Resolution
Cross Keys Condominium #1

Order: 180317X88
Address: 59 Central Green St
Order Entered: 11-20-25
Document used for resale
11/19/2025

This document is currently either not available or not applicable for this association.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.

Current Unaudited Financial Documents

Cross Keys Condominium #1

Order: 10X1V7K8B
Address: 50 Palmer Street #1
City: Boston, MA 02114-2995
Country: United States
Phone: 617-552-1111

Cross Keys Condominium #1

Balance Sheet For 7/31/2025

Operating		
NCB Operating - ***2799	\$140,713.29	
Total Operating		\$140,713.29
Reserve Assets		
Fulton Reserve	\$12.42	
ADM Reserves MM	\$416,577.48	
NCB - Reserve MM - ***2806	\$49,471.65	
Total Reserve Assets		\$466,061.55
Assets		
Accounts Receivable	\$13,355.86	
Due to Cross Key Maintenance	\$3,813.00	
Prepaid Insurance	\$17,560.48	
Owner Refund	\$366.67	
Total Assets		\$35,096.01
	Total Assets	\$641,870.85
Current Liabilities		
Accounts Payable	\$246.50	
Prepaid Assessment	\$16,312.61	
Accrued Expenses	\$7,404.71	
Total Current Liabilities		\$23,963.82
Reserve Equity		
General Reserve	\$399,331.93	
Reserve Contribution-Current Year	\$90,447.00	
Reserves Expenditures-Current Year	(\$8,716.22)	
Reserves Interest Income-Current Year	\$4,652.46	
Reserves Expenditures "Ceiling Repair"-Current Year	(\$2,552.65)	
Reserve Expenditures "Pipes"- Current Year	(\$1,100.00)	
Reserves Expenditures "Fencing & Repairs-Current Year	(\$15,000.00)	
Reserves Expenditures "Soffit and Fascia"-Current Year	(\$1,020.97)	
Total Reserve Equity		\$466,041.55
Operating Equity		
General Operating funds	\$141,430.73	
Net Income (Loss)	\$10,434.75	
Total Operating Equity		\$151,865.48
	Total Liabilities / Equity	\$641,870.85

Condo #10147106
Address: 10147106 Green Ct
Owensboro, KY 40301
Unit: 10147106
Owner: [Name Redacted]

Cross Keys Condominium #1

Statement of Revenues and Expenses 7/1/2025 - 7/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Income							
4025 - Assessment	55,699.80	55,698.83	.97	389,898.60	389,891.81	6.79	668,386.00
4040 - Late Fee Income	15.00	-	15.00	90.00	-	90.00	-
4090 - Legal Fee Income	945.37	-	945.37	2,996.51	-	2,996.51	-
Total Income	56,660.17	55,698.83	961.34	392,985.11	389,891.81	3,093.30	668,386.00
Total Income	56,660.17	55,698.83	961.34	392,985.11	389,891.81	3,093.30	668,386.00

Operating Expense

General & Administrative							
6010 - Audit & Tax	-	-	-	-	3,500.00	3,500.00	3,500.00
6014 - Postage	3.76	33.33	29.57	19.50	233.31	213.81	400.00
6015 - Printing & Copying	10.32	41.67	31.35	426.61	291.69	(134.92)	500.00
6045 - Reserve Study	-	416.67	416.67	-	2,916.69	2,916.69	5,000.00
6049 - Website/Newsletter	-	58.33	58.33	-	408.31	408.31	700.00
6060 - Insurance Property & Liability	6,484.67	6,291.67	(193.00)	43,279.18	44,041.69	762.51	75,500.00
6070 - Legal	206.50	250.00	43.50	4,954.76	1,750.00	(3,204.76)	3,000.00
6120 - Management Fee	2,575.00	2,575.00	-	18,025.00	18,025.00	-	30,900.00
6150 - Miscellaneous Admin	20.00	-	(20.00)	376.14	-	(376.14)	-
6154 - Master Dues	10,086.51	10,086.08	(.43)	70,605.57	70,602.56	(3.01)	121,033.00
7210 - Income Tax	-	162.50	162.50	1,400.00	325.00	(1,075.00)	650.00
Total General & Administrative	19,386.76	19,915.25	528.49	139,086.76	142,094.25	3,007.49	241,183.00

Maintenance							
6300 - Building Repair/Maintenance	1,806.32	5,000.00	3,193.68	25,485.58	35,000.00	9,514.42	60,000.00
6315 - Non-Contract Landscape	(720.00)	-	720.00	-	-	-	-
6329 - Plumbing Repair/Maint	-	1,250.00	1,250.00	12,608.50	8,750.00	(3,858.50)	15,000.00
6341 - Window Cleaning	-	-	-	-	-	-	2,000.00
6370 - Gutter Maint/Cleaning	-	166.67	166.67	3,024.56	1,166.69	(1,857.87)	2,000.00
Total Maintenance	1,086.32	6,416.67	5,330.35	41,118.64	44,916.69	3,798.05	79,000.00

Utilities							
6500 - Gas	2,021.27	2,250.00	228.73	18,035.11	15,750.00	(2,285.11)	27,000.00
6510 - Electric	780.29	691.67	(88.62)	6,320.93	4,841.69	(1,479.24)	8,300.00
6520 - Water/Sewer	5,860.87	5,416.67	(444.20)	33,400.02	37,916.69	4,516.67	65,000.00
Total Utilities	8,662.43	8,358.34	(304.09)	57,756.06	58,508.38	752.32	100,300.00

Contract Services							
6610 - Landscape Contract	2,871.00	3,420.00	549.00	25,137.00	23,940.00	(1,197.00)	41,040.00
6613 - Lawn, Trees and Shrubs	3,560.00	1,734.25	(1,825.75)	5,674.90	12,139.75	6,464.85	20,811.00
6630 - Trash Removal	1,722.00	1,583.33	(138.67)	11,634.00	11,083.31	(550.69)	19,000.00
6640 - Snow Removal	-	-	-	11,056.00	12,000.00	944.00	12,000.00
6650 - Exterminator/Pest Control	80.00	-	(80.00)	640.00	-	(640.00)	-
Total Contract Services	8,233.00	6,737.58	(1,495.42)	54,141.90	59,163.06	5,021.16	92,851.00

Cross Keys Condominium #1

Statement of Revenues and Expenses 7/1/2025 - 7/31/2025

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Reserve/Fund Activity							
7150 - Reserve Contribution	12,921.00	12,921.00	-	90,447.00	90,447.00	-	155,052.00
Total Reserve/Fund Activity	12,921.00	12,921.00	-	90,447.00	90,447.00	-	155,052.00
Total Expense	50,289.51	54,348.84	4,059.33	382,550.36	395,129.38	12,579.02	668,386.00
Operating Net Total	6,370.66	1,349.99	5,020.67	10,434.75	(5,237.57)	15,672.32	-
Net Total	6,370.66	1,349.99	5,020.67	10,434.75	(5,237.57)	15,672.32	-

Order: J9XJV7X8B
 Address: 50 Palmer Green Ct
 Order Date: 09-11-2025
 Document not for resale
 HomeWiseDocs

Insurance Dec Page
Cross Keys Condominium #1

Order: 30XJV7X8B
Address: 39 Warner Green Ct
Order Date: 08-11-2012
Document not for resale
Horns/ViceDocs



COND1CR-01

VBOSTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2025

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).

PRODUCER Schoenfeld Insurance Associates, Inc. 25 Hooks Lane, Suite 316 Pikesville, MD 21208	CONTACT NAME: PHONE (A/C, No, Ext): (410) 602-2000 E-MAIL: condo@schoenfeldins.com ADDRESS: FAX (A/C, No): (410) 602-1160
INSURED Condominium #1, Cross Keys c/o D.H Bader Management, Inc. 5100 Falls Road Baltimore, MD 21210	INSURER(S) AFFORDING COVERAGE INSURER A: Greater Mid-Atlantic Indemnity Co 17155 INSURER B: GREATER NEW YORK MUTUAL INS CO 22187 INSURER C: INSURER D: 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L'MIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		5119M28661	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0		3019U98528	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property Section		5119M28661	4/1/2025	4/1/2026	Blanket Building 25,881,856
A	Extended Repl. Cost		5119M28661	4/1/2025	4/1/2026	Deductible ^a 10,000

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
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.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Schoenfeld Insurance Associates, Inc.		NAMED INSURED Condominium #1, Cross Keys c/o D.H Bader Management, Inc. 5100 Falls Road Baltimore, MD 21210	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE 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 Information:

Directors & Officers Liability: \$1,000,000 Limit Policy# QDO0003827-00 Eff. 4/1/25 - 4/1/26 Issued by StarNet Insurance, a Berkley Company

Fidelity Bond: \$575,000/\$5,750 Deductible Limit Policy# 30BDDHM8315 Eff. 11/1/24 - 11/1/25 Issued by The Hartford Insurance

Additional Coverage Notes:

The Master Policy for Cross Keys Condominium #1 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.

98 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

Deductibles

Water/Steam Deductible \$25,000/occurrence, including Sewer/Drain Back Up

Order: 002017X88

Address: 20 Palmer Court #1

Cross Keys #1-2015

11/1/24 - 11/1/25

11/1/24 - 11/1/25

Other Document
Cross Keys Condominium #1

Order: 00XIV701E
Address: 60 Palmer Green Ct
Order Date: 09-11-2008
Document not for resale
HomeVest Inc.

DEED OF DECLARATION AND AGREEMENT

THIS DEED OF DECLARATION AND AGREEMENT, made as of the 25th day of September, 1970, by THE VILLAGE OF CROSS KEYS, INCORPORATED, a Maryland corporation (formerly known as Community Research and Development Apartments, Inc.), EQUITABLE LIFE INSURANCE COMPANY OF IOWA, an Iowa corporation, PHOENIX MUTUAL LIFE INSURANCE COMPANY, a Connecticut corporation, and KASP REALTY COMPANY, INC., a Delaware corporation, hereinafter collectively referred to as "Declarants". CONNECTICUT GENERAL LIFE INSURANCE COMPANY, KING UPTON and CHARLES T. ALBER Trustees, TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, WALTER MAHLSTEDT and FRANCIS P. GUNNING, Trustees, MORGAN GUARANTY TRUST COMPANY OF NEW YORK, AS TRUSTEE OF ITS COMMINGLED PENSION TRUST FUND (MORTGAGE-REAL PROPERTY) UNDER DECLARATION OF TRUST DATED DECEMBER 9, 1960, AS AMENDED, NORWOOD ORRICK and RUSSELL R. RENO, JR., Trustees, STATE FARM LIFE INSURANCE COMPANY, and LAWRENCE P. NAYLOR, III, and CHURCHILL G. CAREY, Trustees, and JOHN W. STEELE, III and LAWRENCE P. NAYLOR, III Trustees and THOMAS A. GARLAND and JOSEPH V. GARTLAN, JR., Trustees join in this Deed of Declaration and Agreement for the limited purposes set forth hereafter.

W I T N E S S E T H:

WHEREAS, EQUITABLE LIFE INSURANCE COMPANY OF IOWA is the owner in fee simple of a certain parcel of real property located on the west side of Falls Road south of Belvedere Avenue, City of Baltimore, and more specifically described in a deed

reserved in said deed a leasehold estate for a term of 25 years in said real property commencing December 30, 1969, with an option to extend said term; and

WHEREAS, THE VILLAGE OF CROSS KEYS, INCORPORATED is the owner in fee simple of a certain parcel of real property located on the west side of Falls Road, south of Belvedere Avenue, City of Baltimore, State of Maryland, and more specifically described in a deed dated December 13, 1961, by and between Baltimore Country Club of Baltimore City and Community Research and Development Apartments, Inc. (former corporate name of The Village of Cross Keys, Incorporated), and recorded among the Land Records of Baltimore City in Liber J.F. No. 197, folio 65; a deed dated August 28, 1962, by and between Baltimore Country Club of Baltimore City and Community Research and Development Apartments, Inc., (former corporate name of The Village of Cross Keys, Incorporated), and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 1343, folio 169; and a deed dated March 29, 1967, by and between the Mayor and City Council of Baltimore and The Village of Cross Keys, Incorporated, and recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2202, page 571; and

WHEREAS, the four hereinabove described parcels of real property are contiguous and contain approximately 67.9785 acres, more or less, (said parcels being hereinafter collectively referred to as "Cross Keys Tract") and shown on a plat attached hereto as Exhibit A, and by the reference incorporated herein; and

Land Records of Baltimore City in Liber J.F.C. No. 2137, folio 80, a Modification Agreement recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2137, folio 101, a Consolidation, Spreading and Modification Agreement recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2137, folio 103, as amended by Spreading Agreement and Modification and Supplement to Consolidation, Spreading and Modification Agreement recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2167, folio 397, all securing a Deed of Trust Note payable to The Equitable Trust Company, and by assignment, now owned by Teachers Insurance and Annuity Association of America, (said Deed of Trust covers a portion of "Lot 1-Q" as shown on Exhibit A attached hereto), which Deed of Trust was further consolidated, spread and modified by a certain Consolidation, Spreading and Modification Agreement, dated September 24, 1970, and recorded among the Land Records of Baltimore City, Maryland, simultaneously with but chronologically prior to this Agreement, and by the terms of which said Deed of Trust has been consolidated with the Deed of Trust described in Subparagraph (iv) hereafter and spread to cover all of Lot 1-Q;

- (v) a Deed of Trust to Lawrence P. Naylor, III, and Churchill G. Carey, Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2143, folio 381, securing a Deed of Trust Note payable to James W. Rouse & Company, Incorporated, and by assignment, now owned by State Farm Life Insurance Company, (said Deed of Trust covers "Lot 1-T" as shown on Exhibit A attached hereto);
- (vi) a Deed of Trust to Thomas A. Garland and Joseph V. Gartlan, Jr., Trustees, recorded among the Land Records of Baltimore City in Liber J.F.C. No. 2219, folio 286, securing a Deed of Trust Note payable to The First National Bank of Boston, and by assignment now owned by Equitable Life Insurance Company of Iowa, (said Deed of Trust covers "Lot 1-S" as shown on Exhibit A attached hereto);
- (vii) a Deed of Trust to Lawrence P. Naylor, III, and John W. Steele, III, Substitute Trustees in lieu of Gough T. Bolton and Melvin W. Harrison, Trustees, and a Deed of Appointment of Substitute Trustees recorded among the Land Records of Baltimore City in Liber J.F.C. 2353, folio 583, said Deed of Trust recorded among the Land Records of Baltimore City in Liber J.F.C. 2236, folio 458, securing a Deed of Trust Note payable to The Equitable Trust Company and by assignment now owned by Phoenix Mutual Life Insurance Company, (said Deed of Trust covers "Lot 1-R" as shown on Exhibit A attached hereto);

(viii) a Deed of Trust to Norwood B. Orrick and Russell R. Reno, Jr., Trustees, recorded among the Land Records of Baltimore City in Liber B.H.B. No. 2393, folio 554, as supplemented, modified and amended by Supplemental Deed of Trust and Agreement recorded among the Land Records of Baltimore City in Liber R.H.B. No. 2597, folio 578, both securing a Deed of Trust Note payable to The First National Bank of Boston, and, by assignment, now owned by Morgan Guaranty Trust Company of New York, As Trustee Of Its Commingled Pension Trust Fund (Mortgage-Real Property) Under Declaration of Trust Dated December 9, 1960, As Amended, (said Deed of Trust covers "Lot 1-E" as shown on Exhibit A attached hereto); and

WHEREAS, for the purposes of development and financing, Declarants have divided the Cross Keys Tract into several parcels of land, each individual parcel being hereafter referred to as a "Lot". Such Lots are more specifically described on the plat attached hereto as Exhibit A and in a document known as the "Amended Subdivision Plat of Village of Cross Keys," dated July 31, 1963, the latest revision of which is dated March 4, 1970, and recorded among the Land Records of Baltimore City in Pocket Folder RHB2308, on April 30, 1970; and

(5) The "Gate House" and its accompanying facilities presently located on Lot 1-D as shown on Exhibit A, and all other gates and/or exits for vehicular and/or pedestrian traffic from the Cross Keys Tract;

(6) Walkways throughout the Cross Keys Tract for pedestrian traffic;

(7) Such other items as the Declarants may from time to time designate as "Common Facilities"; said other items to be included within this paragraph by means of an Amendment to this Deed of Declaration and Agreement, agreed to by each Lot Owner and recorded among the Land Records of the City of Baltimore, Maryland

B. As used herein, the term "Recreational Facilities" shall refer to and include:

(1) Two (2) or more recreational clubs to contain any or all of the following: facilities for swimming, sunbathing, tennis, locker rooms and light refreshments; one of said recreational clubs having already been constructed on Lot 1-C, and another already constructed on Lot 1-P as identified on Exhibit A, provided this provision shall not include those facilities exist;

2. This Deed of Declaration and Agreement shall not impose upon Declarants any obligation to initially construct any facilities, nor shall this Deed of Declaration and Agreement relieve Declarants of any obligations of construction imposed upon it by any other agreement, commitment, contract or other undertaking.

3. All Common Facilities and Recreational Facilities, as they may exist from time to time, will be maintained and operated by Declarants in a reasonable and proper manner. Declarants reserve the right for themselves, their successors and assigns, and upon advice of counsel, to temporarily close any road, roadway, walk or walkway for a period of time to avoid the granting by prescription or by-law of any absolute rights in said roads, roadways, walks, or walkways for any person, provided, that the time and length of such temporary closings shall be coordinated among the Declarants so as to cause the least possible interference to the continuous use of the Common Facilities and Recreational Facilities, and that alternate methods of ingress and egress shall be available during such temporary closing to each Lot in the Cross Keys Tract.

4. The Village of Cross Keys, Incorporated, covenants and agrees that until such time as a "Maintenance Corporation" is formed as provided for in Section 8 hereof, The Village of Cross Keys, Incorporated shall maintain all Common Facilities and Recreational Facilities in the Cross Keys Tract at the sole cost and expense of The Village of Cross Keys, Incorporated and shall maintain records of operation and maintenance costs, and income and expense. If and when said Maintenance Corporation is formed, then each Lot Owner shall pay or cause to be paid their proportionate share of the costs and

5. The costs and expenses to be proportionately shared according to the provisions of Paragraph 4 are all those costs and expenses necessary to properly operate and maintain Common Facilities and Recreational Facilities, including without limitation, licenses; public liability, hazard, workmen's compensation and other insurance premiums; social security payments; public utilities, employees' wages; managerial accounting and office salaries; purchase and replacement of machinery and equipment; maintenance of machinery and equipment; supplies; and all other items and services necessary for the proper maintenance, upkeep, policing and operation of said Facilities including attorneys' fees and court costs incurred in such operation and management and in the administration and enforcement of the provisions hereof. Real estate taxes and assessments on the Facilities herein referred to as "Recreational Facilities" shall be considered an expense of operating and maintaining such facilities. Any rentals, fees or other income accruing to Declarants from any facility (except charges, if any, for consumption of water transmitted through the water mains referred to in Paragraph 1.A.(2) hereof) shall be used, to the extent necessary, to pay the costs and expenses of operating and maintaining such facility. So long as The Village of Cross Keys, Incorporated, its successors or assigns, shall be either the Lot Owner, as hereinbefore defined, or Tenant under a ground lease of all the Lots of the Cross Keys Tract, The Village of Cross Keys, Incorporated shall maintain records of operation and maintenance costs, expenses and income. Thereafter, a Maintenance Corporation, as hereinafter described, shall maintain the aforesaid records.

at the rate of six percent (6%) or the maximum legal rate, whichever is higher, from thirty (30) days after the date of submission of the statement of said amount to the Lot Owner, until the date said lien is paid. The aforesaid lien may be foreclosed in the same manner as the lien of a mortgage or Deed of Trust which contains provision for consent to a decree. During the period in which a default as hereinabove set forth exists, the Lot Owner or anyone claiming through said Lot Owner shall have no right to use the Common Facilities or Recreational Facilities. In the event of a bona fide dispute regarding the amount of such proportionate share, the dispute shall be submitted to arbitration and during said arbitration no foreclosure of the aforesaid lien and the award thereof, if any, shall be considered for the purposes of this paragraph as the statement of the proportionate share submitted to the Lot Owner as of the date of such award.

7. The Declarants hereby establish and create, for the benefit of the hereinbefore described property, and do hereby give, grant, and convey to each other and to each and every person, firm or corporation hereafter becoming a Lot Owner of a portion of the Cross Keys Tract a mutual reciprocal and non-exclusive easement, license, right and privilege of passage and use, on foot and by or with vehicles, for the purpose of ingress and egress, as well as the use, maintenance, repair and replacement thereof, upon and over all Common Facilities as hereinbefore defined which have been or may be hereinafter constructed on any part of the Cross Keys Tract.

Declarants further give, grant and convey to each other and every person, firm, or corporation hereafter becoming a Lot Owner of a portion of the Cross Keys Tract a mutual,

operate and maintain at all times no less than two (2) Recreational Facilities as hereinbefore defined, including those Recreational Facilities constructed on Lot 1-C and Lot 1-P, each as identified on the aforementioned Exhibit A. The Village of Cross Keys, Incorporated, does hereby warrant and represent that Lot 1-C and Lot 1-P are, as of the date of this Deed of Declaration and Agreement free and clear of the lien of any mortgage, Deed of Trust or any other similar financing instruments, and that in the event in the future, the Village of Cross Keys, Incorporated, its successors and/or assigns, shall elect to secure any financing for the improvements on Lot 1-C and/or Lot 1-P, that the lien of said financing shall be subordinate to and subject to the lien of this Deed of Declaration and Agreement.

The easements, licenses, rights and privileges herein established, created and granted shall be for Declarants, their successors and assigns, but Declarants, their successors or assigns may grant the benefit of such easement, license, right or privilege to any tenant now or hereinafter occupying premises now or hereinafter constructed on the hereinbefore described parcels for the duration of such tenancies and to the invitees of said tenants.

Declarants, for themselves and their successors and assigns, covenant and agree that, subject only to the provisions of Section 3 hereof, access from each Lot in the Cross Keys Tract to Lot 1-D and access from the Cross Keys Tract to Falls Road as shown on Exhibit A on Lot 1-D shall remain open twenty-four (24) hours a day.

Corporation shall accept on the date of its qualification to do business all of The Village of Cross Keys, Incorporated rights and assume all of Lot Owners obligations and liabilities under this Deed of Declaration and Agreement for the maintenance and operation of the Common Facilities and Recreational Facilities. Upon acceptance of such rights and assumption of such obligations and liabilities by the Maintenance Corporation, the Maintenance Corporation shall have the right to receive payments from Lot Owners under Paragraph 4, and shall succeed to and possess all of the rights, obligations and liabilities of The Village of Cross Keys, Incorporated hereunder pertaining to the operation and maintenance of the Common Facilities and Recreational Facilities to the same extent that would have obtained had the Maintenance Corporation been the original Declarant under this Deed of Declaration and Agreement instead of the Declarants. Such acceptance shall release and discharge The Village of Cross Keys, Incorporated from all rights, obligations and liabilities hereunder pertaining to the operation and maintenance of the Common Facilities and Recreational Facilities, except those rights, obligations and liabilities which apply to The Village of Cross Keys, Incorporated as a Lot Owner.

9. Upon the establishment of the Maintenance Corporation each Lot Owner shall become a member thereof. Each member shall be entitled to appoint one director. Each director shall be entitled to cast one vote for each One (\$1.00) Dollar of assessed valuation upon the Lot of the member appointing him; the assessed valuation of each Lot to be determined as provided in Paragraph 4 (a) hereof. Two-thirds (2/3rds) of the votes cast for any particular item of business shall govern the actions of the Maintenance Corporation.

All Lot Owners shall obtain and maintain or cause to be obtained and maintained fire insurance with extended coverage endorsements covering all of the buildings and improvements now or hereafter located within the respective Lots so owned by each, for the full insurable value thereof, under policies issued by solvent and responsible insurance companies authorized to do business in the State of Maryland. It is hereby understood, covenanted and agreed by all such Lot Owners, and as well as by the holders of all mortgage liens upon all or any part of the Cross Keys Tract that in the event of any damage or destruction, so insured, to any Lot within the Cross Keys Tract, all proceeds payable under all such insurance shall (subject to the terms and conditions of any first mortgage, first Deed of Trust, or other similar security instrument, dealing with the disposition of casualty insurance proceeds) be made available for restoration and the respective Lots so damaged or destroyed and the same shall be restored by the Lot Owner thereof as soon as reasonably possible following such damage or destruction.

That in the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Cross Keys Tract, that portion of the award attributable to the value of any land within the Common Facilities or Recreational Facilities so taken shall be payable

being altered or eliminated. Such designation, alteration or elimination shall be accomplished by recording among the Land Records of Baltimore, Maryland, a new revision of the "Amended Subdivision Plat of Village of Cross Keys", dated July 31, 1963, the latest revision of which was recorded among the Land Records of Baltimore City in Pocket R.H.B. No.2308, on April 30 , 1970.

11. The operation and maintenance of any improvements other than Common Facilities and Recreational Facilities shall be at the cost and expense of the Lot Owner on whose Lot the improvement is located or the holder of a leasehold estate in such Lot.

12. Any dispute involving the terms, covenants and conditions of this Deed of Declaration and Agreement shall be settled by arbitration in accordance with the provisions hereof and in accordance with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Upon such determination by arbitration of any such dispute or question, the party required to perform the particular matter in dispute shall proceed within a reasonable time thereafter to satisfy the condition of such determination and bear the entire cost of such arbitration proceedings.

13. The easements, restrictions, benefits and obligations hereunder shall create mutual and reciprocal benefits and servitudes upon the Cross Keys Tract, running with the land thereof which shall be perpetual. This Deed of Declaration and Agreement shall create privity of contract and/or estate with and among all grantees of all or any part of the said Cross Keys Tract, their successors and assigns. In the

14. The provisions of this Deed of Declaration and Agreement may be abrogated, modified, rescinded or amended in whole or in part only by declaration in writing, executed and acknowledged by all then Lot Owners and duly recorded among the Land Records of Baltimore, Maryland. This Deed of Declaration and Agreement may not otherwise be abrogated, modified, rescinded or amended in whole or in part.

15. The invalidation of any portion of this Deed of Declaration and Agreement or any of the provisions hereof by judicial decision or otherwise shall not affect the remaining provisions hereof which shall remain in full force and effect.

16. Connecticut General Life Insurance Company, King Upton and Charles T. Albert, Trustees, Teachers Insurance and Annuity Association of America, Walter Mahlstedt and Francis P. Gunning, Trustees, Morgan Guaranty Trust Company of New York, As Trustee Of Its Commingled Pension Trust Fund (Mortgage-Real Property) Under Declaration of Trust Dated December 9, 1960, As Amended, Norwood B. Orrick and Russell R. Reno, Jr., Trustees, State Farm Life Insurance Company, John W. Steele, III, and Lawrence P. Naylor, III, Trustees, and Thomas A. Garland and Joseph V. Gartlan, Jr., Trustees, Churchill G. Carey and Lawrence P. Naylor, III, Trustees, join in this Deed of Declaration and Agreement for the limited purposes of expressing their consent hereto and of binding and subjecting their interests in any portion of the Cross Keys Tract to the terms hereof, to the same extent as though this Deed of

ATTEST:

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

By Paul E. Clifton
Assistant Secretary

By M. O'Leary
President

WITNESS:

Robert W. [unclear]

Walter M. [unclear]
Walter Mahlstedt, Trustee

Eva B. [unclear]

Francis P. Gunning
Francis P. Gunning, Trustee

ATTEST:

MORGAN GUARANTY TRUST COMPANY OF
NEW YORK, AS TRUSTEE OF ITS
COMMINGLED PENSION TRUST FUND
(MORTGAGE-REAL PROPERTY), UNDER
DECLARATION OF TRUST DATED
DECEMBER 9, 1960, AS AMENDED

Francis W. Colby
~~Assistant Cashier~~
Assistant Secretary

By [unclear]
Vice President

WITNESS:

Elis M. Fields

Norwood Orrick
Norwood Orrick, Trustee

Sharon L. Stucky

Russell R. Reno, Jr.
Russell R. Reno, Jr., Trustee

Witness:

William P. King

Lawrence P. Naylor, III
Trustee

ACKNOWLEDGMENT

STATE OF Maryland)
COUNTY OF Baltimore) SS.
CITY

On this 14th day of December, 1970, before me, the subscriber, a Notary Public of the State of MARYLAND, personally appeared NORWOOD ORRICK, Trustee and RUSSELL R. RENO, JR., Trustee, who I am satisfied are the persons who have signed the within instrument, and, I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same for the purposes and consideration therein expressed as their act and deed as Trustees aforesaid.

Virginia J. Chesnut
Notary Public

My Commission Expires: 11/1/71

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF McLean) SS.

On this 27th day of October, 1970, before me, the subscriber, a Notary Public of the State of ILLINOIS, personally appeared Clifford F. STEINKRAUS, Vice President of STATE FARM LIFE INSURANCE COMPANY, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

Vivian Hallack
Notary Public

My Commission Expires: Sept. 16, 1974

ACKNOWLEDGMENT

STATE OF *Maryland*)
COUNTY OF *Howard*) SS.

On this *4* day of *November*, 19*70*, before me, the subscriber, a Notary Public of the State of *Maryland*, personally appeared LAWRENCE P. NAYLOR, III, Trustee and CHURCHILL G. CAREY, Trustee, who I am satisfied are the persons who have signed the within instrument, and, I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same for the purposes and consideration therein expressed as their act and deed as Trustees aforesaid.

Theresa A. Corcoran
Notary Public

My Commission Expires: *7-1-74*



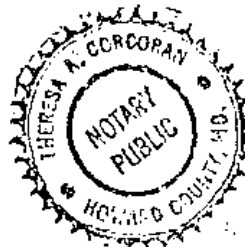
ACKNOWLEDGMENT

STATE OF *Maryland*)
COUNTY OF *Howard*) SS.

On this *4th* day of *November*, 19*70*, before me, the subscriber, a Notary Public of the State of *Maryland*, personally appeared THOMAS A. GARLAND, Trustee, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same for the purposes and consideration therein expressed as his act and deed as Trustee aforesaid.

Theresa A. Corcoran
Notary Public

My Commission Expires: *7-1-70*



ACKNOWLEDGMENT

STATE OF *Maryland*)
COUNTY OF *Prince George's*) SS.

On this *28th* day of *September*, 19*71*, before me, the subscriber, a Notary Public of the State of *Maryland*, personally appeared *P. S. Cochran, Jr.*, Vice President of THE VILLAGE OF CROSS KEYS, INCORPORATED, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

Carol A. McAtamney
Notary Public

My Commission Expires: *7/1/74*

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF POLK) SS.

On this 2nd day of November, 1970, before me, the subscriber, a Notary Public of the State of Iowa, personally appeared James B. Smith, Mortgage Vice President of EQUITABLE LIFE INSURANCE COMPANY OF IOWA, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

John P. Harper
Notary Public

My Commission Expires: July 4, 1972

ACKNOWLEDGMENT

STATE OF ~~CONNECTICUT~~)
COUNTY OF ~~HARTFORD~~) SS.

On this 1st day of October, 1970, before me, the subscriber, a Notary Public of the State of CONNECTICUT, personally appeared H. N. Nielson, Second Vice, President of CONNECTICUT GENERAL LIFE INSURANCE COMPANY, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents hereof, he did acknowledge that he signed, sealed with the corporate seal, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Corporation, made by virtue of the authority of its Board of Directors.

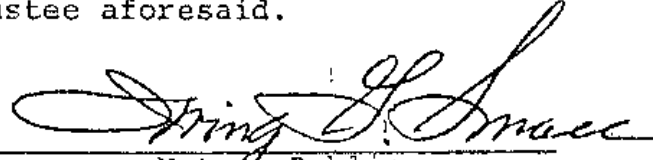

Ann Reardon Notary Public

My Commission Expires: March 31, 1971

ACKNOWLEDGMENT

STATE OF MASSACHUSETTS SS.
COUNTY OF SUFFERN)

On this 20th day of OCTOBER, 1970, before me, the subscriber, a Notary Public of the State of MASSACHUSETTS, personally appeared KING UPTON, Trustee, who I am satisfied is the person who has signed the within instrument, and, I having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same for the purposes and consideration therein expressed as his act and deed as Trustee aforesaid.


Notary Public

My Commission Expires:

IRVING G. SMALL, Notary Public
My commission expires September 2, 1977

Rules and Regulations

Cross Keys Condominium #1

Green: 49X JV7X89
Address: 60 Palmer Green Ct
Darien, CT 06424-3025
Documented for records
HomeWorks-Duce

CROSS KEYS CONDO 1

RULES & REGULATIONS

Revised and Restated January 2025

Cross Keys Village
Association, a Delaware Limited
Liability Company, LLC
Incorporated in Delaware
March 2025/2026

CROSS KEYS CONDOMINIUM 1- RULES AND REGULATIONS

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Order 385, 2005-05-05
 Address: 30 North Lincoln St
 Chicago, IL 60614-2101
 Tel: (312) 467-4500
 Fax: (312) 467-4500

Cross Keys Condominium 1

Rules and Regulations

Adopted January 2025

Introduction and General Information

The Rules and Regulations (Regulations) set forth below were adopted by the Board of Directors of Condominium 1 (Board) in accord with V Section 7(e) of the By-laws of Cross Keys Condominium recorded in the Land Records of Baltimore City in Liber 2852, Folio 54, as amended.

The Board is charged by the Bylaws with protecting the physical integrity and harmony of Condominium 1 (Condo 1), promoting the safety and welfare of residents and maintaining an acceptable quality of life, providing residents common rules for the peaceful enjoyment of their homes, and maintaining the integrity of our community and property values. Exceptions to these Regulations may be granted only by the Board.

These Regulations apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees and guests. The Regulations shall be enforced by the Board in accordance with provisions set forth below.

Unit owners are given a copy of the Master Deed, Bylaws and the Regulations when they purchase their units. These documents can be found on the Condo 1 website at <https://www.crosskeyscondo1.info/governance>. If there is a conflict between these Regulations and the Bylaws, the Bylaws govern.

The Condo 1 Declaration and Bylaws establish that:

- **Unit owners own the interior of their units.**
- **The General Common Elements** include the streets, curbs, sidewalks, lawns and yard areas, trees and shrubs, exterior lighting and parking areas, and the roof of each unit. The Board, and the Management Company hired by the Board are responsible for the managing and overseeing maintenance and improvement of the General Common Elements.
- **The Limited Common Elements** include all footings and foundations of each unit, the exterior walls of each unit and the front fences, gates and, side fences. Unit owners are responsible for maintenance and upkeep of the Limited Common Elements, whether or not the unit owner occupies the unit.

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Article 1- General Regulations

1.0 Damage and Vandalism

Damage to buildings, grounds or other General Common Elements, defined above, by a unit owner, tenant, guest, family member or pet must be repaired at the expense of the unit owner. This charge may be assessed in addition to a fine. Unit owners are responsible for the actions of their tenants, family members, guests and pets and shall be held accountable for any damage done to the General Common Elements. Unit owners and their families, and guests may not deface, destroy or permit the defacing, removal or destruction of any part of the General Common Elements.

1.1 Lawns and Walkways

Lawns and walkways in the General Common Elements may not be used for storage or parking or be obstructed in any way. Bicycles, toys, trash cans, recycle bins, or personal property may not obstruct entrance ways, walkways, parking or other General Common Elements.

1.2 Noise and Annoyance

Unit owners or residents of a unit may not make or permit a noise that unreasonably disturbs or unreasonably annoys other residents or permit anything to be done that interferes with the rights, comfort and convenience of other residents.

1.3 Residential Use

All condominium units shall be used only for residential purposes.

1.4 Recycling, Trash and Bulky Items

Recycling and trash containers must be kept inside the Limited Common Elements in front of each unit until pick-up day. Recycling containers may be placed on walkways in front of a unit if there is no designated area for location of recycling containers. Trash and recycling containers must be returned to the Limited Common Elements in the front of units no later than the evening of the pick-up day.

Arrangements for the removal of bulky items, including but not limited to mattresses, furniture, appliances, construction materials and other items, must be made with Baltimore City Bulk Trash (call 311 or contact 311 online). Items of this sort may not be placed outside of a unit earlier than the day before the scheduled pick-up day.

1.5 Play areas

Condo 1000 N. 1st St.
Baltimore, MD 21202
Owner: Condo 1000 N. 1st St.
Baltimore, MD 21202
Baltimore City Bulk Trash
Baltimore, MD 21202

Play is permitted in designated areas of the General Common Elements, unless play is destructive or potentially destructive to property. No playing, including playing ball, is permitted in the parking areas.

1.6 Barbecuing

Barbecuing is permitted in the Limited Common Elements at the front and back of each unit. Barbecuing in the General Common Elements is not permitted, unless authorized by the Board for a community event.

1.7 Exteriors

The Limited Common Elements in the front and back of a unit must be neat and clean, including without limitation the trash and recycling container enclosures areas in the front Limited Common Elements. Storage of items in the Limited Common Elements in front and back of a unit is prohibited.

Clothing, beds, rugs and similar items may not be hung in the Limited Common Elements in the front or back of a unit.

Signs, notices, advertisements or similar items may not be placed, inscribed, or exposed on any window, door, or other exterior part of a unit or on the General or Limited Elements in Condo1.

1.8 Seasonal Decorations

Seasonal decorations are permitted on exterior doors and in the Limited Common Elements in the front and back of a unit, including walls, windows and fences without Board approval. Seasonal decorations may be installed no sooner than thirty (30) days before a holiday and must be removed not later than ten (15) days after the holiday. Trees in the General Common Elements beyond the fence in front of any unit may not be decorated.

Any damage resulting from an owner's installation of seasonal decorations must be remedied at the unit owner's expense.

1.9 Leasing

A unit owner is responsible for tenant compliance with the Master Deed, Bylaws and the Regulations.

Unit owners who lease a unit must:

- a) provide the tenant with a lease in writing, which shall contain a covenant obligating the tenant to comply with the Bylaws and the Regulations, as well restrictions and conditions imposed by the Master Deed.

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Order Date: 09-11-2008
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- b) provide the tenant with a copy of the Master Deed, By-laws and the Regulations;
- c) include in the lease a provision stating that the tenant has been given a copy of these documents, has read them, and agrees to abide by the Master Deed, Bylaws and Regulations;
- d) notify the Board in writing that the unit is occupied by a tenant;
- e) include in the notice to the Board the names, addresses and phone numbers of each occupant; and
- f) in the written notice to the Board and in the notice to the Management Company relate the name of any agent retained by the unit owner to manage the rented unit.

No unit may be leased for a term of less than six (6) months, or for short-term, transient, Airbnb, VRBO, hotel or similar purposes. No less than the entire Unit may be leased by its owner. Leasing of individual bedrooms is prohibited.

1.10 Change of Occupancy; Change of Ownership; Sale of a Unit

Unit owners must notify the Management Company and the Board in writing of changes in occupancy (as when the unit is leased or residents change) and must notify Management before a unit is sold, so that condo law requirements for disclosure and clear title can be met.

1.11 Hot Tubs

Hot tubs are not permitted in the Limited Common Elements in the front or back of a unit.

1.12 Solar Panels

Solar panels and other equipment necessary to obtain electricity by means of solar power may not be installed without Board approval.

1.13 Satellite Dishes

Satellite dishes may not be installed without Board approval. Before vacating a unit, the unit owner must remove any satellite dish installed to serve that unit.

1.14 Peaceful Enjoyment

- a) All residents shall observe quiet hours from 11:00 p.m. to 8:00 a.m. on

weekdays and from 12:00 a.m. to 9:00 a.m. on weekends. Radios, televisions, audio equipment, exercise equipment, musical instruments and appliances may not be used in a manner that unreasonably disturbs other unit owners or residents.

- b) Workers and contractors may not work before 8:00 a.m. or after 7:00 p.m. on weekdays and before 9:00 a.m. or after 6:00 p.m. on weekends, except if there is an emergency.
- c) Residents may not place anything in the General Common Elements without Board approval.

1.15 Fences, Gates, Decks

Condo 1 owns and will maintain all fences and gates, with the exception of rear fences enclosing a unit's rear patio area. For Building H, Condo 1 also owns and maintains decks, gates and back steps. Front fences, gates and side fences and Building H decks and steps are Limited Common Elements. Rear fences may be constructed by the Unit Owner and are permitted at a distance equal to the length of the longest side fence, subject to approval of the Board. Unit owners are responsible to maintain rear fences crossing the rear patio area..

1.16 Exterior Lighting

Electrical lampposts, front house lighting, and any outside lighting may not be installed without Board approval, obtained pursuant to the process outlined in Article 4.

Article 2 - Safety, Insurance and Dogs

2.0 Chimneys and Dryer Vents

Chimneys and dryer vents must be properly maintained and cleaned as necessary and appropriate. Every two years is recommended, unless the unit owner's manufacturer and insurance requirements differ.

2.1. Grills, Firepits, Propane Heaters and Firewood

Charcoal, gas, electric and wood-burning grills are permitted. However, they may not be stored or used inside a unit or on a wooden patio or deck in the Limited Common Elements. Fire pits and propane heaters are prohibited. Firewood may be stored in the Limited Common Elements in the front or back of a unit but may not contact the side of the unit or with fences or other wood structures.

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2.2 Insurance and Violation of Law

Nothing may be done in a unit that increases the cost of insurance on the General and Limited Common Elements or on a unit. Nothing may be done in a unit that results in the cancellation of insurance.

Nothing shall be done or maintained in any unit, in the Limited Common Elements or on the General Common Elements that violates any law.

2.3 Animals and Pets

- a) Residents may keep dogs, cats, and caged birds as domestic pets, provided they are not kept or bred for commercial purposes.
- b) The Board may direct a unit owner whose animal is unreasonably noisy or annoying, or a danger to others, to remove the animal from Condo 1.
- c) Pets must be vaccinated and be kept in accordance with the Baltimore City Health Department laws and regulations. Contact Animal Control (Call 311) or the Health Department (<https://health.baltimorecity.gov/programs/animal-services>) for more information.
- d) Dogs must be leashed and under the control of their owner at all times when they are outside a unit. Dogs may not run free or be unleashed at any time.
- e) Unit owners and residents must immediately clean up after their dogs. **All dog walkers are asked to be respectful of their neighbors, and the plantings, because allowing pets to urinate or defecate in front yard spaces is harmful.**
- f) Unit owners are responsible for all damages caused by their pets to the General Common Elements and to the property of others.

Article 3 - Parking, Vehicles

3.0 Resident Parking

Assigned space. Residents have one numbered parking space in front of or near to their unit. Residents may park two cars in the parking area where the numbered parking spaces are located. Residents shall park in their numbered space in front of

Resident's Assigned Space
Unit 101 - 102
Condo 101 - 102
Resident's Assigned Space

or near to their unit.

Parking Stickers. Residents must register their vehicles and obtain parking stickers from the Management Office. Each Unit is entitled to two parking stickers. Residents must display parking stickers on their vehicles.

Guests of Residents. Each parking area in Condo 1 includes a limited number of guest parking spaces. Guests must park in unnumbered spaces. If a vehicle owned by a guest will be in a parking area for more than one night, a note must be placed on the windshield of the guest's vehicle identifying the unit being visited. The Management Company must approve guest parking for more than 14 days.

3.1 Prohibitions

- a) Overnight commercial vehicles are prohibited.
- b) Placement of storage pods, dumpsters, porta potties, and similar in a Condo 1 parking area is prohibited.
- c) No camper, house trailer, heavy truck or boat may be placed in the parking areas or any other place in Condo 1.
- d) No extraordinary maintenance or repair of automobiles or other vehicles shall be done in Condo 1. Minor vehicle repair work is permitted, if there is an emergency, provided that the area where the work was done is cleaned up after repairs have been completed so that there is no evidence that auto maintenance or repair has been done there.

3.2 Electric Vehicles

As required by the Electric Vehicle Recharging Equipment for Multifamily Units Act, Condo 1 may not prohibit or unreasonably restrict, installation or use of electric vehicle recharging equipment.

A commercial grade pedestrian cable cover must be placed over the cord between the vehicle being charged and the charging station or electrical outlet when the cord is on a sidewalk in the General Common Elements. Residents seeking guidance about the sufficiency of a covering shall contact the Board's Architectural Committee.

Article 4 - Architectural Standards, Maintenance and Compliance

4.0 Alterations.

External additions, structural alterations, or improvements, including, without

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limitation, changes to windows, doors, exterior painting, roofs or any other structural or cosmetic change, are prohibited without Board approval. Unit owners must use licensed and insured contractors for such alterations.

Unit owners may paint front doors without Board approval only if the new color is among those on the Board's posted list of approved colors.

4.1 Architectural Change Request, Review Process and Board Decision

Residents shall submit an Architectural Change Request (Request) to the Board before making any of the changes identified in Section 4.0 above. The Request shall include a written description and a diagram of the proposed changes and must be signed by the unit owner. The Board may refer a Request to its Architectural Standards Committee (Standards Committee) for review and recommendation. The Board need not follow the Standards Committee recommendation.

After changes have been made, the unit owner must immediately ask the Standards Committee to inspect the completed work and determine if it is consistent with the Board approved project. If the completed work is not consistent with the approved project, the Standards Committee will so advise the Board.

4.2 Corrective Action.

Within sixty (60) days following notice from the Board that the work done is not consistent with the approved project, the unit owner shall do what is necessary to make the completed work consistent with the approved project. If remedial change cannot be completed within sixty (60) days, the Board may grant an exception. The unit owner shall advise the Board when the remedial work is done. The Standards Committee will inspect the remedial work and assess whether the project is now consistent with what the Board approved. If not, the Board may take further action in the manner prescribed in the Regulations.

Article 5 - Landscaping

5.0 Gardening the Limited Common Areas in Front and Back of Units

Gardening and landscaping are permitted in the Limited Common Elements in front and back of each unit. At the rear of a unit, gardening and landscaping are permitted between the two side fences in the area no greater than the length of the longest side fence.

No trees or shrubs may be planted in the Limited Common Elements in the front or back of a unit without prior Board approval, unless they are planted in a pot.

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Article 5.0 Gardening the Limited Common Areas in Front and Back of Units
10/18/2018
Gardening the Limited Common Areas in Front and Back of Units
10/18/2018

A unit owner or resident may not plant shrubs and flowers in the Common General Elements. A unit owner may request Board approval to take charge of the plantings between the sidewalk and the front wall of the unit. If approved, the unit owner accepts responsibility for the cost, care and maintenance of that space. Flags must be placed in this area if the unit owner does not want Condo 1's landscaping contractor to maintain this area.

Note: The Condo will instruct its landscapers not to remove or trim such plantings, but owners are advised that they incur some risk that these instructions do not always register with front-line workers.

5.1 Trees

Trees may not be planted in the Limited Common Elements in the front or back of a unit, although small trees in pots are permitted. All trees planted in the ground or in pots before the effective date of these Regulations are permitted.

Trees planted in pots must be pruned regularly so they do not interfere with the Common General Elements, including without limitation, roofs, fences, walls, steps, railings, gutters, downspouts and foundations.

5.2 Vines, Ivy and Climbing Plants

No Unit owners or residents may plant ivy or other plants that cling to fences or walls in the Limited Common Elements in front and back of a unit. Trellis-trained plant material is permitted, provided the plant material remains on the trellis.

5.3 Failure to Maintain Plantings

If plantings in Limited and General Common Elements are not properly maintained, a complaint may be filed with the Board. Any such complaint is subject to the enforcement provisions set forth in Article 6.

Article 6 - Enforcement, Citations and Penalties

The Bylaws authorize the Board to take action to address violations of the standards established by the Master Deed, Bylaws and Regulations. A system of citations and penalties has been established to ensure compliance.

If a violator is not a unit owner, the owner will be provided with a copy of all correspondence relating to the violation, any hearings and the penalty imposed.

Unit owners are responsible for and must pay any fines imposed by the Board.

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6.0 Citation and Correction of Violations

Residents and unit owners who violate provisions of the Master Deed, Bylaws and Regulations will receive a written cease and desist citation from the Management Office. This notice will identify the nature of the violation and the deadline for correction. In emergency situations a violation must be corrected within twenty four (24) hours. In situations not involving an emergency, the violation must be corrected within fifteen (15) days.

If a unit owner or resident does not correct a violation involving an emergency situation within twenty four (24) hours, the Management Company may enter a unit or the Limited Common Element in front or rear of a unit to address the violation and to protect adjacent units and the Limited and General Common Elements from, for example, and without limitation, fire, smoke or inappropriate water flow.

Unit owners grant a right of entry to address emergency and other situations as set forth in Article V Section 6 of the By-Laws. Costs resulting from a Management Company entering a unit must be paid by the unit owner, if not covered by insurance maintained by Condo 1.

6.1 Fines

Fines may be imposed for violations of the Bylaws and Regulations as follows:

- (a) First violation - the Board, at its discretion, may impose a fine no greater than \$250.
- (b) Second and each subsequent violation - the Board, at its discretion, may impose a fine no greater than \$500.

A unit owner must pay a fine regardless whether the offender is the unit owner, tenant, guest or household member.

6.2 Unit Owner Obligation to Reimburse Condo 1

If Condo 1 incurs expenses to correct a violation, the unit owner must reimburse Condo 1. If Condo 1 is not paid within fifteen (15) days after receiving a written notice from the Management Company, a fine in the amount of one tenth (10%) of the cost of the expenses incurred by Condo 1 to correct the violation will be imposed. The unit owner must correct a violation even if a fine is paid.

6.3 Procedures for Imposition of Fines

The Board may not impose a fine or infringe upon any rights of a unit owner for violations of the Bylaws or Regulation until the Board complies with the procedures set forth in this Article 6.

Approved By: [Signature]
Date: [Date]
Condo 1
[Signature]

6.4 Notice.

If the Board receives a written complaint or otherwise determines that the Bylaws or Regulations have been violated, the Board shall send written demand to cease and desist to the alleged violator at the violator's address of record, identifying:

- (a) the nature of the alleged violation;
- (b) the action required to abate the violation;
- (c) that if the violation continues after fifteen (15) days) or if there is a subsequent violation, the alleged violator may request a hearing before the Board to be held in executive session;
- (d) the time, date and place of the hearing, which may not be sooner that ten (10) days after the alleged violator submits a request for a hearing, provided however that if the alleged violator appears at the hearing this notice requirement will be deemed satisfied;
- (e) advising that the alleged violator will be given a reasonable opportunity to be heard and may present any statement, evidence or witnesses and cross examine witnesses; and
- (f) the proposed sanction.

6.5 Unit Owner Right to Request Hearing; Board Action

The recipient of a citation of violation may request a hearing, within fifteen (15) days of the date of the citation. The Board must provide written notice of the time and place of the hearing, and the hearing may not be scheduled less than ten (10) days after the hearing request was submitted. The hearing with the Board.

If the alleged violator does not request a hearing within fifteen (15) days, then the Board at its next meeting shall deliberate as to whether a violation has occurred and what sanction to impose.

6.6 Appeal.

The Board's decision may be appealed to courts of Maryland, as provided by law

6.7 Filing Suit

If a Unit owner fails to comply with the Regulations, By-laws, or with any Board action or decision, the Board or any unit owner may file suit against the alleged violator for damages, injunctive relief or both.

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6.8 Collection of Fines

Fines will be collected in the same manner as any other assessment.

6.9 Liens

If a fine is unpaid, the Board may take legal action to place a lien on the unit in question. A unit cannot be sold unless all fines and all associated expenses in obtaining the lien are paid and the lien has been removed. The Board may foreclose on a lien if deemed necessary.

6.10 Other penalties for Failure to Pay Fines and Expenses

The Board may take other action if a unit owner fails to pay fines and expenses incurred by the Board, including referring a matter to the proper law enforcement agency.

6.11 Costs Incurred by the Board

A unit owner is liable for and must pay all reasonable attorney fees and costs incurred by the Board in enforcing the provisions of the Master Deed, Bylaws, and Regulations.

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