

CEB 1119 PAGE 193

SHIPLEY HILL
CONDOMINIUM REGIME DECLARATION

Index

	<u>Page</u>
ARTICLE I	1
ARTICLE II	2
ARTICLE III	2
ARTICLE IV	3
ARTICLE V	5
Limited Common Elements	6
General Common Elements	7
ARTICLE VI	7
ARTICLE VII	7
ARTICLE VIII	7
ARTICLE IX	8
ARTICLE X	8
ARTICLE XI	12
ARTICLE XII	12
ARTICLE XIII	13
ARTICLE XIV	13
ARTICLE XV	14
ARTICLE XVI	15
ARTICLE XVII	15
ARTICLE XVIII	15
ARTICLE XIX	15

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CONDOMINIUM REGIME DECLARATION

THIS DECLARATION, made in Baltimore City, State of Maryland, this 9th day of July, 1986, by BALTIMORE HOUSING PARTNERSHIP DEVELOPMENT CORPORATION.

WHEREAS, by Deeds dated the 4th day of **, 1986 and recorded among the Land Records of Baltimore City, State of Maryland, in Liber SEB No. **, folio **, etc., there was granted and conveyed unto the said Baltimore Housing Partnership Development Corporation (hereinafter referred to as "Developer") all that parcel of land and the improvements thereon more particularly described in Exhibit A attached hereto and made a party hereof; and

WHEREAS, it is the intention of Developer to subject the said parcel of land and the improvements thereon to a condominium regime and to that end Developer has caused condominium plats to be prepared by Richard Polan Associates, such plats consisting of 2 sheets, dated the 9th day of September, 1985, and entitled _____ (hereinafter referred to as the "Condominium Plats").

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

ARTICLE I

Declaration of Condominium

Developer hereby declares its intent and does subject to a condominium regime pursuant to Title 11 of the Real Property Article, Annotated Code of Maryland, all that parcel of ground lying in Baltimore City, State of Maryland, more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH the buildings and improvements thereon erected and the rights, alleys, ways, waters, privileges,

** dated 12/20/85-recorded in Liber SEB 826 folio 504, dated 12/23/86 recorded in Liber SEB ~~1116~~⁶³⁵ folio, dated 10/4/85 recorded in Liber SEB 668 folio 339, and dated ~~DEC 6, 1986~~ recorded in Liber SEB 1092 folio 384.

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appurtenances and advantages to the same belonging or in
anywise appertaining.

Said parcel of land and the improvements constructed
thereon are shown on the Condominium Plats which are
incorporated herein by reference. The Condominium Plats are
recorded or are intended to be recorded simultaneously herewith
among the Condominium Plat Books of the Land Records of
Baltimore City, aforesaid.

ARTICLE II

Name

The name of the Condominium (which is hereinafter
referred to as the "Condominium") shall be:

SHIPLEY HILL CONDOMINIUM

ARTICLE III

Description of Condominium

The Condominium consists of the land described above
and the improvements erected thereon.

The improvements consist of two three-story
structures, on the lot of ground described above. The
structures contain six (6) condominium units and common
elements, all as is more particularly shown on the Condominium
Plats.

For purposes of identification, each condominium unit
is given an identifying number.

The Condominium is divided in the manner and to the
extent depicted on the Condominium Plats into condominium units
and common elements, which are further subdivided into limited
common elements and general common elements.

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ARTICLE IV

Description of Units

Units will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, and also an undivided percentage interest in the common elements of the Condominium as shown on Exhibit B hereto and made a part hereof.

The dimensions, area and locations of each unit are shown graphically and as noted on the Condominium Plats, provided, however, that the existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity to the Condominium Plats shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries, as described herein or shown on the Condominium Plats, and the existing physical boundaries of any such unit or common elements.

Except as otherwise hereinafter provided, the units shall each include the space bounded by and contained within the outside surface or stud side of the paneling, sheetrock or drywall portion of the interior perimeter walls, and the outside surface or masonry side of the paneling, sheetrock or drywall portion of the exterior perimeter wall, the upper side or furring side of the plaster ceiling, and the lower side or subfloor side of the finished floor of each unit. Each such unit also includes both the portions of the building as so described and the airspace so encompassed, including windows and doors to the outside surfaces thereof.

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Each unit shall contain all built-in kitchen appliances installed therein and all electrical installations and fixtures for the use of such unit as well as all wiring and conduit running from and including the unit circuit breaker panel to all such installations and fixtures, and without limiting the generality of the foregoing, each unit shall include all outlets, switches, lampholders and other electrical service terminals, wherever located, for the exclusive use of said unit. Each unit shall include all of the heating and air conditioning machinery and equipment located within the said unit, and all of its controls and control wiring, and all supply, return and drain pipes to the point of their connection with their respective common risers. Each unit shall also contain all duct work, if any, running from said heating and air-conditioning equipment to, and including, the outlets thereof into the unit. Each unit shall contain the range hood fan, if any, and the bath fan, if any, and the connecting duct work to the vertical shaft. Each unit shall also include all bathroom and kitchen plumbing fixtures and connections therefor, including all sinks, built-in dishwashers, disposals, faucets, commodes, bathtubs and shower stalls and including hot and cold water pipes to, and drain pipes from, respectively, the point of connection with each such fixture to the point where each such pipe or drain connects with its common riser. Unless specifically excluded by the terms of this Article, each unit shall include all improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of said unit as set forth herein as well as the improvements, fixtures and installations specifically included by the terms hereof whether or not said improvements, fixtures

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SEB 1119 PAGE 198

and installations are located within said boundaries; provided, however, that whenever load-bearing walls, partitions or columns are located within the boundaries of the units, said unit shall be deemed to include only the non-load-bearing or non-structural portions of said walls, partitions or columns separately.

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

ARTICLE V

Description of Common Elements

The common elements include all of the Condominium, except the units. The common elements are divided into limited common elements and general common elements.

Limited Common Elements. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated and appurtenant exclusively to the unit to which they are attached or assigned. These limited common elements are reserved for the exclusive use of the units to which they are appurtenant by reason of attachment or assignment, to the exclusion of other units, and there shall pass with a unit, as appurtenant

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thereto, the exclusive right to use the limited common elements so appurtenant. Any expense of ordinary maintenance or repair relating to such limited common elements shall be the responsibility of the owner of the unit to which the element is appurtenant or the unit owners sharing such elements, but all structural maintenance, repair or replacement thereof shall be treated and paid for as part of the common expense of the Council unless the same shall be caused by negligence or deliberate act of an individual unit owner or other persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such limited common elements referred to in this Part shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

General Common Elements. The general common elements of the Condominium shall consist of all the common elements not described above as a part of the limited common elements. Any expense of maintenance, repair or replacement relating to the general common elements and structural maintenance, repair or replacement of the general common elements, shall be treated and paid for as a part of the common expense of the Council unless the same shall be caused by the negligence or deliberate act of the individual unit owner or persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expense of maintenance, repair or replacement relating to such general common elements referred to in this part shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

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ARTICLE VI

Interest Acquired

Each unit in the Condominium has all of the incidents of real property and the owner of a unit shall have such estate in fee simple therein as may be acquired in real property, including an estate in fee simple absolute and shall have the same estate as to an undivided percentage interest in the common elements in the Condominium as set forth in Article IV above.

The percentage interest of each unit owner in the common expenses and common profits of the Condominium shall be as shown on Exhibit B attached hereto and made a part hereof.

These percentage interests shall have a permanent character and except as provided herein, may not be changed without the written consent of all of the unit owners and their mortgagees.

ARTICLE VII

Administration

The administration of the Condominium shall be by the Council of Unit Owners (herein referred to as the "Council") established by the By-Laws appended to this Declaration and shall be in accordance with the laws of the State of Maryland and with the provisions of this Declaration, said By-Laws and any proper amendments thereof.

ARTICLE VIII

Votes

Each unit in the Condominium is entitled to one (1) vote appurtenant to the unit at meetings of the Council of Unit Owners.

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ARTICLE IX

Compliance

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

ARTICLE X

Lien for Assessments

Subject to the limitation upon the lien for assessments imposed by Article XIV hereof, sums assessed by the Council to meet the budget adopted by the Council pursuant to the By-Laws to pay common expenses and other sums properly assessed by the Council shall be a lien against the unit to which the assessment applied. To create a lien as a result of the failure of the owner to pay an assessment, the Council within two (2) years after the date the assessment becomes due, must give written notice to the owner. Such notice shall be sent to the owner at his last known address, by certified or registered mail, return receipt requested, and shall be substantially in the following form (or such other form as may be required by law from time to time):

Notice of Intention to Create a Lien

This is to inform you that Shipley Hill Condominium Association [insert address of the Association] (hereinafter known as the "Condominium Association") intends to create a lien pursuant to the Maryland Contract Lien Act and pursuant to the Declaration and By-Laws of the Condominium Association

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against [insert name of unit owner, as same appears in the Land Records of Baltimore City], owner of unit [insert number of unit against which lien is to be affected] in Shipley Hill Condominium located in Baltimore City, Maryland. [insert name of unit owner, as the same appears in the Land Records of Baltimore City] is indebted to the Condominium Association in the amount of [insert amount of all unpaid assessments levied against owner of unit involved] as of [insert month, day and year as of which sum due] for [insert an explanation of the unpaid assessments], plus interest thereon at the rate of [insert highest rate allowed by this article] accruing from [insert date that interest began to accrue on amounts due and unpaid], a late charge of [insert amount of late charges], cost of collection and reasonable attorney's fees.

Within thirty (30) days after this notice is mailed to you, you may file a complaint in the Circuit Court for Baltimore County to determine whether probable cause exists for the establishment of a lien and you may request a hearing concerning the establishment of a lien pursuant to the Maryland Contract Lien Act.

Shipley Hill Condominium
Association

Dy. _____
[Officer's Title (or Agent)
Address and Telephone Number]

If the court orders a lien to be imposed pursuant to the procedures set forth in the Maryland Contract Lien Act, or if the unit owner against which a lien is intended to be imposed fails to file a complaint pursuant to the Maryland Contract Lien Act, the Council may file a statement of lien among the Land Records of Baltimore City where the property is located within the earlier of (a) the expiration of thirty (30) days of the court order; or (b) one hundred twenty (120) days after notice as set forth above was mailed to the owner.

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against [insert name of unit owner, as same appears in the Land Records of Baltimore City], owner of unit [insert number of unit against which lien is to be affected] in Shipley Hill Condominium located in Baltimore City, Maryland. [insert name of unit owner, as the same appears in the Land Records of Baltimore City] is indebted to the Condominium Association in the amount of [insert amount of all unpaid assessments levied against owner of unit involved] as of [insert month, day and year as of which sum due] for [insert an explanation of the unpaid assessments], plus interest thereon at the rate of [insert highest rate allowed by this article] accruing from [insert date that interest began to accrue on amounts due and unpaid], a late charge of [insert amount of late charges], cost of collection and reasonable attorney's fees.

Within thirty (30) days after this notice is mailed to you, you may file a complaint in the Circuit Court for Baltimore County to determine whether probable cause exists for the establishment of a lien and you may request a hearing concerning the establishment of a lien pursuant to the Maryland Contract Lien Act.

Shipley Hill Condominium
Association

By: _____
[Officer's Title (or Agent)
Address and Telephone Number]

If the court orders a lien to be imposed pursuant to the procedures set forth in the Maryland Contract Lien Act, or if the unit owner against which a lien is intended to be imposed fails to file a complaint pursuant to the Maryland Contract Lien Act, the Council may file a statement of lien among the Land Records of Baltimore City where the property is located within the earlier of (a) the expiration of thirty (30) days of the court order; or (b) one hundred twenty (120) days after notice as set forth above was mailed to the owner.

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By the acceptance of any title to, or ownership of, his condominium unit, the owner shall be deemed to have expressly authorized creation, enforcement and foreclosure of the lien pursuant to the Maryland Contract Lien Act by the Association in the same manner, and subject to the same requirements, as the foreclosure on mortgages on real property in this State, containing a power of sale or an assent to a decree, or both; assented to the passage of a decree for the sale of his condominium unit after the continuance of his default following the imposition of the lien, the then President of the Council, acting as agent of the Council and the natural person authorized to exercise the power of sale on its behalf, shall have the absolute power, right and privilege to sell the condominium unit in accordance with the public general laws of the State of Maryland and the Maryland Rules of Procedure relating to foreclosure of mortgages, as such laws and rules are from time to time amended and supplemented: provided, however, that no action may be brought to enforce the lien except after ten (10) days' written notice to the defaulting owner, given by certified mail, return receipt requested, at the address of the owner shown on the roster or books of the Council. Suit against the owner of the unit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. The terms of any such foreclosure sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

Upon such foreclosure, the condominium assessment lien shall have preference over any other assessment, lien, judgment or charge of whatsoever nature except:

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- a. General and special assessments for real estate taxes on the Condominium unit; and
- b. The lien of any first deed of trust, mortgage instrument or encumbrance duly recorded on the unit prior to the time a Statement of Condominium Lien is recorded among the Land Records of Baltimore City, Maryland.

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

1. The repayment of all expenses incident to the sale, including a counsel fee of Seven Hundred Fifty Dollars (\$750.00) for conducting the proceedings if without contest, but if legal services shall be rendered to the Council or party selling under the power of sale in connection with any contested matter in the proceedings, then such additional counsel fees and expenses shall allowed out of the proceeds of sale as the court may deem proper; and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of the court having equity jurisdiction in the State of Maryland,

2. To the payment of all claims of the Council hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit; and

3. The balance, if any, to the owner of the unit, or to whomsoever may be entitled to the same.

In the event the assessment shall be paid after any advertisement of the unit, but before the sale thereof, the owner hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses

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incident to the foreclosure proceedings under this provision, and a commission on the total amount of the assessment indebtedness equal to one-half the percentage allowed as commission to trustees making sale under orders or decree of the court having jurisdiction in the State of Maryland; but said sale may be proceeded with unless, prior to the date appointed therefor, payment be made of said assessment, costs and expenses and commission.

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

ARTICLE XI

Common Expenses

All expenses of maintenance of the common elements and for the operation of the Condominium shall be assessed to all units in proportion to the percentage interest in the common expenses for that unit as set forth in Article VI above. All such charges against any Condominium unit and all charges applicable to that unit for repairs (or other corrections) to a unit made pursuant to Section 6.4 of the By-Laws shall be levied and assessed as a lien in accordance with the Maryland Condominium Act 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.

ARTICLE XII

Compliance with Condominium Regime

All present and future owners, tenants and occupants of units shall be subject to and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The

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acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement between such owner, tenant or occupant and the Council that the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

ARTICLE XIII

No Exemption from Liability

No owner of a Condominium unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

ARTICLE XIV

Grantor/Grantee Liability

In a voluntary conveyance of a Condominium unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council against the grantor for his share of the common expenses up to the time of the voluntary grant without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such contract purchaser shall be entitled, on written request, to a statement in writing from the Council setting forth the amount of any unpaid assessments against the grantor due the Council and such purchaser shall not be liable for, nor shall the Condominium unit conveyed be

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subject to a lien for, any unpaid assessments made by the Council against the grantor or the unit in excess of the amount therein set forth.

ARTICLE XV

Easement

The Council and Management Agent, if any, and their agents or employees, shall have an irrevocable right and easement to enter units to make repairs to that unit, other units or common elements when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than that unit, and to restore any part of the Condominium. Such entry to a unit shall only be made after twenty-four (24) hours' notice given to the owner or occupant of the unit, except in the event of an emergency in which event entry may be made without prior notice.

In addition to any easement established by law, each unit shall have, appurtenant thereto, an easement in the common elements for the purposes of providing maintenance, support, repair or service for such unit and to and for the ducts, pipes, conduits, vents, plumbing, wiring and other utility services to the unit. This easement, whether included in said boundaries or otherwise, is a common element.

If any part of the common elements encroaches upon any unit, or if any unit or any part thereof encroaches upon a common element, whether such encroachment is attributable to design, construction, settlement or shifting of the Condominium, or any other reason whatsoever beyond the control of the Developer, the Council and/or any unit owner, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does hereby exist. Further,

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such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment where necessary.

ARTICLE XVI

Severability

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

ARTICLE XVII

Waiver

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

ARTICLE XVIII

Number and Gender

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

ARTICLE XIX

Benefit

This Condominium Declaration shall be binding upon and inure to the benefit of the Developer herein, its successors and assigns.

WITNESS the hands and seals of the Developer.

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WITNESS:

BALTIMORE HOUSING PARTNERSHIP
DEVELOPMENT CORPORATION

Robert D. Williams

By: J. Stevenson Peck (SEAL)
J. Stevenson Peck, President

STATE OF MARYLAND, ^{County} ~~CITY~~ OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 9th day of July,
1986, before me, the subscriber, a Notary Public of the State
of Maryland, personally appeared J. Stevenson Peck, who
acknowledged himself to be the President of Baltimore Housing
Partnership Development Corporation and that he, as such
President, being authorized so to do, executed the foregoing
instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:
7/1/89

Paul H. Ryan
Notary Public

I HEREBY AFFIRM under the penalty of perjury that the
notice requirements of §11.102.1 of the Real Property Article,
if applicable, have been fulfilled.

BALTIMORE HOUSING PARTNERSHIP
DEVELOPMENT CORPORATION

J. Stevenson Peck (SEAL)
By: J. Stevenson Peck, President

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& CO. PA
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CONDOMINIUM REGIME DECLARATION

EXHIBIT A

Property Description

All those lots of ground situate in the City of Baltimore, in the State of Maryland, and described as follows, that is to say:

2175
BEGINNING FOR THE SAME on the north side of Lombard Street at the distance of 148 feet East from the East side of Franklinton Road and running thence Easterly binding on the North side of Lombard Street 40 feet thence North 136 feet more or less to an alley 10 feet wide there laid out thence with and binding on said alley with the use thereof in common 40 feet and thence South 136 feet more or less to the place of beginning. The improvements thereon being known as No. 2540 W. Lombard Street.

2175
BEGINNING FOR THE SAME on the north side of Lombard Street at the distance of 113 feet easterly from Franklinton Road, thence running easterly binding on the north side of Lombard street 35 feet, thence running north at right angles to Lombard Street 136 feet to an alley 20 feet wide, opening into Franklinton Road thence running westerly binding on the south side of said alley with the use and privilege of the same in common with the lots bounding thereon 35 feet; thence running southerly by a straight line, 136 feet to the place of beginning. The improvements thereon being known as 2544 Lombard Street.

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*Condominium Report
Baltimore*

Realty Affili

2175

RECEIVED FOR RECORD
DEC 30 1986 AT 11 O'CLOCK,
A.M. SAME DAY RECORDED IN LIBER
S.E.B. No. 1119 FOLIO 19 &c.
ONE OF THE LAND RECORDS OF
BALTIMORE CITY AND EXAMINED.
PER *[Signature]* CLERK

PER 1119 PAGE 211

PER 1119 PAGE 211

EXHIBIT B

<u>Unit Address</u>	<u>Unit Number</u>	<u>Percentage Interest in Common Profits and Common Expenses Plus Percentage Interest in the Common Elements</u>
2540 W. Lombard Street	A	18.84
" "	B	18.21
" "	C	12.00
" "	D	16.83
2544 W. Lombard Street	E	18.61
" "	F	<u>15.51</u>
	TOTAL	100.00

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*Condominium Agents
Declaration*

Shirley Hill

2175

RECEIVED FOR RECORD
DEC 30 1986 AT 11:00 CLOCK,
A.M. SAME DAY RECORDED IN LIBER
S.E.B. No. 1119 FOLIO 193c,
ONE OF THE *land* RECORDS OF
BALTIMORE CITY AND EXAMINED.
PER _____ CLERK

LIBER 1119 PAGE 211
LIBER 1119 PAGE 211

EXHIBIT B

<u>Unit Address</u>	<u>Unit Number</u>	<u>Percentage Interest in Common Profits and Common Expenses Plus Percentage Interest in the Common Elements</u>
2540 W. Lombard Street	A	18.84
" "	B	18.21
" "	C	12.00
" "	D	16.83
2544 W. Lombard Street	E	18.61
" "	F	<u>15.51</u>
	TOTAL	100.00

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SHIPLEY HILL CONDOMINIUM

BY-LAWS

Index

	<u>Page</u>
<u>Article I - General Provisions</u>	1
1.1 The Condominium.....	1
1.2 Council of Unit Owners.....	1
1.3 Membership.....	2
1.4 Application of By-Laws.....	2
<u>Article II - Council of Unit Owners</u>	3
2.1 Constitution.....	3
2.2 Voting.....	3
2.3 Majority of Owners.....	3
2.4 Quorum.....	3
2.5 Proxies.....	3
<u>Article III - Administration</u>	4
3.1 Administration.....	4
3.2 Place of Meeting.....	4
3.3 Initial Meeting.....	4
3.4 Annual Meetings.....	4
3.5 Special Meetings.....	5
3.6 Notice of Meetings.....	5
3.7 Adjourned Meetings.....	5
3.8 Order of Business.....	6
3.9 Fiscal Year.....	6
3.10 Roster of Members.....	6

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3.11 Indemnification.....	6
3.12 Other Interests.....	9
Article IV - Officers.....	10
4.1 Designation.....	10
4.2 President.....	10
4.3 Vice President.....	11
4.4 Secretary.....	11
4.5 Treasurer.....	11
Article V - Budget and Special Assessments.....	12
5.1 Budget.....	12
5.2 Special Assessments.....	12
Article VI - Obligation of Owners.....	13
6.1 Assessments.....	13
6.2 Surplus Receipts.....	13
6.3 Lien for Assessment and Reserve Fund.....	14
6.4 Maintenance and Repair.....	16
6.5 Use of Condominium Units - Restrictions on Changes.....	17
6.6 Right of Entry.....	18
6.7 Use of Common Elements.....	19
Article VII - Amendment of By-Laws.....	19
Article VIII - Mortgages.....	19
8.1 Notice to Counsel.....	19
8.2 Rights of Mortgagees.....	20
8.3 Additional Rights of Mortgagees (FNMA Requirements).....	20
8.4 Unpaid Assessments.....	23
8.5 Examination of Books.....	23
8.6 FHLMC Notice.....	24

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8.7 Compliance with Law.....	24
Article IX - Compliance.....	24
Article X - Registration - Resident Agent, Directors and Officers.....	24
Article XI - Insurance.....	25
11.1 Authority to Purchase.....	25
11.2 Coverage.....	25
11.3 Public Liability Insurance.....	26
11.4 Workmen's Compensation.....	26
11.5 Scope of Insurance.....	26
11.6 Premiums.....	27
11.7 Council as Agent.....	27
11.8 Excess Insurance Coverage.....	27
Article XII - Termination of Regime.....	27
Article XIII - Insurance Proceeds.....	27
Article XIV - Ratification.....	28
Article XV - House Rules.....	28
Article XVI - Severability.....	28

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BY-LAWS
OF
SHIPLEY HILL CONDOMINIUM

Article I

General Provisions

1.1 The Condominium

The property located in Baltimore City, State of Maryland, known as ^{2540/44}2250/54 WEST LOMBARD STREET, and as more particularly described in Exhibit A attached to the Condominium Regime Declaration (hereinafter referred to as the "Declaration") dated of even date and recorded or intended to be recorded among the Land Records of Baltimore City immediately prior hereto, and the improvements thereon, is hereby subjected to a condominium regime to be governed by the Declaration, these By-Laws and the Condominium Plats recorded among the Land Records of Baltimore City aforesaid. The name of the condominium regime (hereinafter called the "Condominium") is Shipley Hill Condominium. Its principal office and mailing address is ^{2540/44}2250/54 West Lombard Street, Baltimore, Maryland.

1.2 Council of Unit Owners

The Council of Unit Owners of the Condominium (hereinafter referred to as the "Council") shall be an unincorporated association to provide for the administration of the Condominium and as such is constituted a legal entity for all purposes. The Council shall administer the operation and management of the Condominium and undertake to perform all acts and duties incident thereto in accordance with the provisions of the Declaration, By-Laws and the applicable laws of the State of Maryland.

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1.3 Membership

Each unit owner in the Condominium is, and by accepting title to a unit in the Condominium, agrees that he shall automatically become a member of the Council upon his acquisition of title to the unit, and the voting rights of such member shall be as specified in Article II hereof. The membership of any such unit owner shall terminate automatically upon the said unit owner being divested of title to such unit, regardless of the means by which such ownership may be divested, but the obligations incurred by such owner while a member shall continue and the rights of the Council to enforce such obligations shall also continue, as herein provided. No person holding any lien, mortgage or other encumbrance upon any unit shall be entitled, by virtue thereof, to membership in the Council or to any of the rights or privileges of such membership unless otherwise specifically provided by the Declaration, these By-Laws or the applicable laws of the State of Maryland. No lessee of a unit shall be considered an owner for purposes of voting unless the lease provides otherwise.

1.4 Application of By-Laws

The provisions of these By-Laws shall be applicable to present and future owners, tenants and future tenants and their employees, and any other person that might use the facilities of the Condominium in any manner, and such persons shall be subject to the provisions of the Declaration, these By-Laws and the applicable laws of the State of Maryland. The mere acquisition of title or rental of any unit in the Condominium or the act of occupancy of any unit will signify that these By-Laws and the provisions thereof are accepted, ratified and will be complied with by the person or persons acquiring title or renting the unit in the Condominium.

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ARTICLE II

Council of Unit Owners

2.1 Constitution

The Council hereby constituted shall be comprised of every person, firm, or corporation which owns, severally or with others, any unit within the Condominium.

2.2 Voting

The Council shall have a total of six votes. Voting shall be on a unit basis and each unit shall be entitled to one vote, as provided in the Declaration. If the Secretary of the Council is present at the meeting, he shall count the votes, and if he is not present, the President (or other presiding officer) shall designate some member present to count the votes at the meeting.

2.3 Majority of Owners

As used in these By-Laws, the term "a majority vote of owners" shall mean more than fifty (50%) percent of the total of votes appurtenant to units in the Condominium represented and voting at the meeting and constituting a quorum. Except as otherwise provided by law, a majority vote of owners is required to adopt decisions by the Council.

2.4 Quorum

At any meeting of owners, the presence in person or by proxy of owners entitled to cast no less than twenty-five (25%) percent of the total votes appurtenant to units in the Condominium shall constitute a quorum.

2.5 Proxies

Votes may be cast in person or by designated proxy. Proxies shall be in writing and must be filed with the Secretary (or if he is not present, such other person as the

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President may designate) before the appointed time of the meeting. A proxy shall be effective only for a maximum period of one hundred eighty (180) days following the issuance, unless granted to a mortgagee or lessee of a unit.

Article III

Administration

3.1 Administration

The Council shall have the responsibility of administering the Condominium, adopting an annual budget, establishing and collecting assessments and arranging for the management of the Condominium pursuant to an agreement containing provisions relating to duties, obligations, removal and compensation of the managing agent. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority vote of owners.

3.2 Place of Meeting

Meetings of the Council shall be held at the principal office of the Condominium or such other suitable place convenient to the owners as may be designated by the President.

3.3 Initial Meeting

The initial meeting of the Council shall be held within sixty (60) days from the date that fifty percent (50%) of the percentage interests in the Condominium have been conveyed by the Developer to the initial purchasers of units to elect officers for the Council of Unit owners, as provided in the Declaration or these By-Laws.

3.4 Annual Meetings

An annual meeting of the Council shall be held during each fiscal year of the Council on such date as shall be designated by the President.

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If the date of the annual meeting shall fall on a legal holiday, such annual meeting shall be held on the next succeeding business day which is not a legal holiday.

At such meeting there shall be elected by vote of the owners a President, Vice President, Secretary and Treasurer of the Condominium. The owners may also transact such other business of the Council as may properly come before them.

3.5 Special Meetings

It shall be the duty of the President to call a special meeting of the Council upon a petition signed by the owners holding more than one-third (1/3) of the votes appurtenant to all units in the Condominium, and have been presented to the Secretary. The notice of any special meeting shall state the time and place of meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.6 Notice of Meetings

It shall be the duty of the Secretary to deliver a notice of each annual or special meeting stating the purpose thereof, and the time and place where it is to be held, to each owner of record, at least fifteen (15) days, but no more than thirty (30) days, prior to such meeting. The mailing of a notice to each member to the address shown on the roster of the Council shall be considered notice served.

3.7 Adjourned Meetings

If any meeting of the Council cannot be organized because a quorum has not attended, either in person or by proxy, the persons who are present, either in person or by proxy, may adjourn the meeting and reconvene as provided for by Maryland law.

3.8 Order of Business

The order of business at all meetings of the Council shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of officers.
- (g) Unfinished business.
- (h) New business.

3.9 Fiscal Year

The fiscal year of the Council shall be such as may from time to time be established by the Council.

3.10 Roster of Members

For purposes of notice by the Council, the address of a unit owner shall be care of his or their unit in the Condominium. If any unit owner shall desire to change his or their mailing address, then the unit owner may change the designated address by written notice to the Council. The Council shall maintain from the information provided by unit owners a current roster of the names and addresses of the owners of each unit.

3.11 Indemnification

The Council may provide any indemnification permitted by Maryland law, and shall provide any indemnification required by Maryland law, but in any event shall indemnify officers, agents and employees of the Council, at least as follows:

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(a) The Council shall indemnify any officer of the Council 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 Council) by reason of the fact that he is or was such officer or an employee or agent of the Council, or is or was serving at the request of the Council as a director, officer, employee or agent of another enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Council, 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 the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Council, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Council shall indemnify any officer of the Council who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Council to procure a judgment in its favor by reason of the fact that he is or was such a director or officer or any employee or agent of the Council, or is or

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was serving at the request of the Council as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit 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 Council, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Council unless and only to the extent that the court in which such action or suit was brought, or any other court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

(c) To the extent that an officer of the Council has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (a) or (b) of this Section 3.11 or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in paragraph (d) of this Section 3.11.

(d) Any indemnification under paragraphs (a) or (b) of this Section 3.11 (unless ordered by a court) shall be made by the Council only as authorized in the specific case upon a determination that indemnification of the officer is

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proper in the circumstances because he has met the applicable standard of conduct set forth in paragraphs (a) or (b) of this Section 3.11. Such determination shall be made by independent legal counsel (who may be regular counsel for the Council) in a written opinion; and any such determination so made shall be conclusive.

(e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Council in advance of the final disposition of such action, suit or proceeding, as authorized in the particular case, upon receipt of an undertaking by or on behalf of the officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Council as authorized in this Section 3.11.

(f) Agents and employees of the Council who are not officers of the Council may be indemnified under the same standards and procedures set forth above, in the discretion of the Council.

(g) Any indemnification pursuant to this Section 3.11 shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

3.12 Other Interests

No contract or other transaction between the Council and any corporation or other entity or person and no act of the Council shall in any way be affected or invalidated by the fact that any member of the Council is pecuniarily or otherwise interested in, or is a director or officer of such other

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corporation or entity; any member individually, or any firm in which any member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction with the Council provided that the fact that he or such firm is so interested shall be disclosed and shall have been known to the Council or a majority thereof; and any member of the Council who is also a director or officer of any such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Council which shall authorize any such contract or transaction, and any such contract or transaction shall be valid if approved by a majority vote of disinterested members, even if the disinterested members constitute less than a quorum.

Article IV

Officer

4.1 Designation

The executive officers of the Council shall be a President, who shall be a member of the Council, a Vice President, who shall be a member of the Council, a Secretary and a Treasurer and such other officers as the Council in their judgment may deem necessary, all of whom shall be elected annually by the Council and who may be preemptorily removed with or without cause by vote of the members at any meeting. Any person, except the President, may hold two or more offices.

4.2 President

The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and he shall have the right to vote. He shall have all the general powers and duties which are usually vested in the office of a president of a council, including, but not limited

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to, power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Council.

4.3 Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Council shall appoint some other member of the Council to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Council.

4.4 Secretary

The Secretary shall keep the Minute Book of the Council in which shall be kept the minutes of all meetings of the Council, recording resolutions adopted by them. The Secretary shall also have charge of all other books and papers of the Council as the Council may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

4.5 Treasurer

The Treasurer shall have responsibility for funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council, and he shall keep such books and records in accordance with good accounting practices applied on a consistent basis. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Council. If a Managing Agent is engaged by the Council, then the Treasurer may delegate to the

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Managing Agent the responsibility for maintaining the fiscal books of account, provided monthly statements are submitted to him by such Managing Agent.

Article V

Budget and Special Assessments

5.1 Budget

The Council shall adopt at an open regular or special meeting a budget for each fiscal year to meet current common expenses of the Condominium. Copies of the proposed budget shall be furnished to each owner of a unit at least thirty (30) days before its adoption. Such budget shall provide for at least the following items:

- (a) Income;
- (b) Administration;
- (c) Maintenance;
- (d) Utilities;
- (e) General expenses
- (f) Reserves;
- (g) Capital items.

5.2 Special Assessments

Any expenditure made, other than those made because of conditions which, if not corrected, could reasonably result in a threat to the health or safety of the unit owners or a significant risk of damage to the Condominium, that would result in an increase in an amount of assessments for the current fiscal year of the Condominium in excess of 15% of the budgeted amount previously adopted, shall be approved by an amendment to the budget adopted at a special meeting, upon not less than ten (10) days written notice to the Council of unit owners.

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Article VI

Obligation of Owners

6.1 Assessments

Commencing with recording of the Declaration to establish the Condominium regime, each owner is obligated to pay the annual assessment to meet the budget and any special assessment adopted by the Council applicable to his unit and by accepting title to a unit as owner, the owner does hereby (jointly and severally if more than one person) covenant and agree to pay to the Council all assessments and installations thereof, including any special assessment, coming due while he is the owner of the unit. The amount of an assessment of each owner shall be in proportion to the percentage interest in the common expenses of the Condominium appurtenant to his unit as set forth in Exhibit B of the Condominium Regime Declaration. For purposes of this provision, the Developer shall be deemed the owner of each unit which it has not conveyed.

6.2 Surplus Receipts

Any surplus of receipts over expenses of the Council for any fiscal year shall be either applied to reduce the assessments necessary to meet the budget adopted by the Council for the next fiscal year, or refunded by the Council to each owner in proportion to such owner's respective individual percentage interest in the common expenses as set forth in the Declaration, and may be prorated among the unit owners (and former unit owners), including the Developer, based on the portion of the previous fiscal year that each such owner (or former owner), including the Developer, shall have held record title to the unit, as determined by resolution of the Council.

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6.3 Lien for Assessment and Reserve Fund

(a) The assessment upon each unit owner shall be paid to the Managing Agent employed by the Council, if there should be one, or else to the Treasurer, or as may otherwise be provided by the Council, provided, however, that in the event the budget adopted by the Council shall include an item for a reserve fund for capital improvements, repairs and/or replacement of capital facilities in the common elements of the Condominium, a proportionate amount of each assessment payment received by the Council applicable to the reserve fund item in the budget shall be received and held by the Council in trust, and shall be held by it separate and apart from other Council funds. Such trust funds shall be retained by the Council and used only for capital improvements and/or replacement of capital facilities in the common elements of the Condominium upon the approval of a majority vote of owners.

(b) The amount of the annual assessment and any special assessment adopted by the Council shall be deemed and assessed as a lien upon the unit to which the assessment applies as of the beginning of the fiscal year, as to the annual assessment, and as of the date of the adoption of the assessment as to any special assessment. The annual assessment shall be payable in equal monthly installments. Any special assessment adopted by the Council shall be payable as determined by the Council when it adopts the special assessment. Each monthly installment shall be due on the first day of the month for which it is payable, and such payment shall be deemed to be in default if not paid by the tenth day of the month for which it is payable. After default in the payment of any one or more monthly installment of the

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2957a:09/30/85:09

assessment, the balance in full of such assessment, at the option of the Council, may be declared due and payable if not prohibited by Maryland law and in the event said assessment is not paid within fifteen (15) days after written notice of the acceleration to the unit owner is given by certified mail, return receipt requested, to the address of the unit owner shown on the books of the Council, then and in that event the Council shall be entitled to force payment of said lien by foreclosure or otherwise according to the laws of the State of Maryland and as provided in the Declaration.

(c) If the payment of any assessment or installment thereof shall be in default for in excess of fifteen (15) days, the Council may impose interest at the rate of twelve (12%) percent per annum on the unpaid assessment from the due date thereof as an additional assessment on the unit, plus a late charge of Fifteen (\$15.00) Dollars or one-tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater, provided a charge may not be imposed more than once for the same delinquent payment. In addition, the unit owner shall be liable for all costs of collecting any such assessment or any installment thereof, including reasonable attorneys' fees and court costs, if any, and all such costs and charges shall be deemed an additional assessment against the unit.

(d) In the event the Council shall record a Statement of Lien against a unit as allowed by law, the Statement shall be signed and verified by any of the President, Vice President, Secretary or Treasurer of the Council. If the Council has recorded a Statement of Lien as herein provided, and the amount necessary to release the Lien has not been paid

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assessment, the balance in full of such assessment, at the option of the Council, may be declared due and payable if not prohibited by Maryland law and in the event said assessment is not paid within fifteen (15) days after written notice of the acceleration to the unit owner is given by certified mail, return receipt requested, to the address of the unit owner shown on the books of the Council, then and in that event the Council shall be entitled to force payment of said lien by foreclosure or otherwise according to the laws of the State of Maryland and as provided in the Declaration.

(c) If the payment of any assessment or installment thereof shall be in default for in excess of fifteen (15) days, the Council may impose interest at the rate of twelve (12%) percent per annum on the unpaid assessment from the due date thereof as an additional assessment on the unit, plus a late charge of Fifteen (\$15.00) Dollars or one-tenth (1/10) of the total amount of any delinquent assessment or installment, whichever is greater, provided a charge may not be imposed more than once for the same delinquent payment. In addition, the unit owner shall be liable for all costs of collecting any such assessment or any installment thereof, including reasonable attorneys' fees and court costs, if any, and all such costs and charges shall be deemed an additional assessment against the unit.

(d) In the event the Council shall record a Statement of Lien against a unit as allowed by law, the Statement shall be signed and verified by any of the President, Vice President, Secretary or Treasurer of the Council. If the Council has recorded a Statement of Lien as herein provided, and the amount necessary to release the Lien has not been paid

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at the time of any meeting of the Council, the owner of the unit against which the Lien has been filed shall be prohibited from voting at that meeting.

6.4 Maintenance and Repair

(a) Every owner must perform promptly all maintenance and repair work within his own unit and the limited common elements reserved for the use of that unit if the omission of such work would be detrimental to the Condominium or to any other unit, and he shall be liable to the Council for damage incurred by reason of his failure to perform such work. If such work is not commenced and thereafter diligently pursued to completion by the owner, immediately in the event of an emergency, or within ten (10) days after written demand therefor from the Council if not an emergency (and whether or not an emergency exists shall be subject to the sole determination of the President of the Council), then the Council may enter the unit and perform the work at the expense of the unit owner, which expense shall be added to, and become due and payable with the unit owner's next current monthly assessment payment due the Council.

(b) All repairs, maintenance, painting and upkeep of installations of the unit, such as pipes, ducts, wires, conduits, electrical panels and other utility services serving only that unit, interior doors and windows, frames, and all door and window glass, and all other accessories belonging to the unit shall be the owner's expense.

(c) An owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through negligence or wilful misconduct of such owner.

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(d) Structural repairs, whether within a unit or in the common elements, shall be the responsibility of the Council as a common expense, unless the same shall be caused by the negligence or deliberate act of the individual unit owner or other persons residing in the unit with the unit owner's actual or implied consent or permission, in which case such expenses of repairs relating to such common elements shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

6.5 Use of Condominium Units - Restrictions on Changes

(a) An owner shall not subdivide or make structural modifications or alterations to the interior or exterior of his unit, or installations located therein, nor make any changes to the exterior portion of the unit (whether by enclosing, painting or other treatment of any balcony, terrace, door, window, trim or otherwise) without having first notified the Council in writing and have first obtained in advance the written approval of the Council. The approval of the Council shall not be unreasonably withheld. The Council shall have the obligation to approve or disapprove such proposal within thirty (30) days after receipt by it of a written request therefor, and failure to do so within the stipulated time shall be construed to mean that there is no objection to the proposed modification, alteration or change, and that consent is granted.

(b) If any unit is subdivided into more than one (1) unit, or two (2) or more units are altered to change the dimensions of such units with the consent of the Council as above provided, an amendment to the Declaration reflecting such

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authorized alteration of a unit or units shall be signed and acknowledged by the Council and by the owners of the units affected and their mortgagees, and promptly recorded among the Land Records of Baltimore City by the owners of the units affected. If the percentage interests applicable to the unit or units altered are to be reapportioned between the units, the fact of any change shall be shown in such amendment to the Declaration.

(c) An owner of a unit shall not petition or join in any petition for any rezoning (whether a variance, special exception, reclassification or otherwise) of a unit in the Condominium without previously notifying the Council in writing through the Management Agent, if any, or through the President of the Council, if no Management Agent is employed, and obtaining in advance the written approval of the Council. The Council shall have the obligation to approve or disapprove such proposal within thirty (30) days and failure to do so within the stipulated time shall be construed to mean that there is no objection to the proposed rezoning and that consent is granted.

6.6 Right of Entry

Every owner does hereby grant the right of entry to the Management Agent or to any other person authorized by the Council in case of any actual or apparent emergency originating in or threatening his unit, whether the owner is present at the time or not, and at other times upon reasonable notice to enter the unit to make such structural or other repairs as the Council may reasonably deem necessary for the safety and benefit of the Condominium.

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6.7 Use of Common Elements

(a) Each unit owner shall have the right to reasonably enjoy the limited common elements pertaining to his unit to the exclusion of all others, but subject to the provisions of the Declaration, all restrictions of record, the reasonable rules and regulations adopted by the Council, these By-Laws and the laws of the State of Maryland.

(b) Each unit owner shall have the right to reasonably enjoy the general common elements of the Condominium in accordance with the ordinary and useful purposes for which they are intended and in common with all other unit owners. The Council may adopt rules and regulations further limiting the use and enjoyment of the general common elements.

Article VII

Amendment of By-Laws

These By-Laws may be amended by the Council at any duly constituted meeting, provided notice thereof shall specify the amendment to be voted on, and provided the same is approved by at least sixty seven (67%) percent of the total votes appurtenant to all units in the Condominium.

Article VIII

Mortgagees

8.1 Notice to Council

An owner who mortgages his unit shall notify the Council (through the Management Agent, if any, or the President of the Council in the event there is no Management Agent) of the name and address of his mortgagee; and the Council shall maintain such information in a book entitled "Mortgagees of Units." "Mortgagees" as used herein and in Section 8.2 of this Article VIII shall be construed to include any lender whose

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indebtedness is secured by a Deed of Trust or Mortgage recorded among the Land Records of Baltimore City, Maryland.

8.2 Rights of Mortgagees

Except as provided by Statute in case of condemnation or substantial loss to the units and/or common elements of the Condominium regime, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than Developer) of the individual condominium units have given their prior written approval, the Council shall not be entitled to:

- (a) by act or omission seek to abandon or terminate the Condominium regime;
- (b) change the prorata interest or obligations of any individual Condominium unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the prorata share of ownership of each Condominium unit in the common elements;
- (c) partition or subdivide any Condominium unit;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause.);
- (e) use hazard insurance proceeds for losses to any Condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such Condominium property. (FHLMC requirements.)

8.3 Additional Rights of Mortgagees (FNMA Requirements)

(a) In addition to the above, no amendment of a material nature of the Declaration, Plats, these By-Laws (including any House Rules adopted pursuant to law or these

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By-Laws or other Condominium Documents) may be made unless approved by at least sixty-seven (67%) percent of the total votes appurtenant to all units in the Condominium (unless a greater vote is required by law, in which case the greater vote shall be required) and approval is obtained from eligible mortgage holders representing at least fifty-one (51%) percent of the votes of unit estates that are subject to mortgages held by eligible holders. A change to any of the following would be considered as material:

- (i) voting rights;
- (ii) assessments, assessment liens, or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the general or limited common areas, or rights to their use;
- (vi) boundaries of any unit;
- (vii) convertibility of units into common areas or vice versa;
- (viii) expansion or contraction of the project, or the addition, annexation or withdrawal of property to and from the project;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;
- (xi) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (xii) a decision by the owners association to establish self management when professional management had been required

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previously by an eligible mortgage holder;

- (xiii) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium documents;
- (xiv) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (xv) any provisions that expressly benefit mortgage holders, insurers or guarantors.

(b) When unit owners are considering termination of the legal status of the Condominium regime for reasons other than substantial destruction or condemnation of the property, the eligible mortgage holders representing at least sixty-seven (67%) percent of the votes of the mortgaged units must agree.

(c) "Eligible mortgage holders" means those holders of a first mortgage on a unit estate who have requested the Council to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(d) If any addition or amendment is not considered as a material change--such as the correction of a technical error or the clarification of a statement--approval may be assumed when an eligible mortgage holder fails to submit a response to a written proposal for an amendment within thirty (30) days after the proposal is made.

(e) The holder, insurer or guarantor of the mortgage on any unit in the project is entitled to timely written notice of:

- (i) Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

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- (ii) Any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- (iii) Alapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owners association; and
- (iv) Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

(f) To obtain the information required by paragraph (e) above, the mortgage holder, insurer or guarantor shall send a written request to the Council, stating both its name and address and the unit number or address of the unit it has the mortgage on.

(g) Upon written request, the Council shall provide any holder, insurer or guarantor of any first mortgage with a Review Report of the financial affairs of the Council prepared by an independent certified public accountant.

8.4 Unpaid Assessments

The Council may report to a mortgagee of a unit any unpaid assessment due from the owner of the unit, and take such other steps as it may deem reasonable to give notice of the nonpayment of such assessment. Further, upon the request of any mortgagee of a unit, the Council shall give written notification to the mortgagee of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration, these By-Laws, and the related Condominium documents, which default is not cured within sixty (60) days.

8.5 Examination of Books

Owners, first mortgagees, insurers and guarantors of first mortgages of units shall have the right to examine the

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books and records of the Council during normal business hours or under other reasonable circumstances.

8.6 FHLMC Notice

Upon request, the Council will give the Federal Home Loan Mortgage Corporation (FHLMC) notice (care of Servicer or Servicer's address) in writing of any loss to, or taking of, the common elements of the Condominium if such loss or taking exceeds Ten Thousand (\$10,000.00) Dollars.

8.7 Compliance with Law

Whenever in the Declaration or these By-Laws approval of a mortgagee or mortgagees is required, such approval shall be necessary only to the extent it is required by or consistent with the Maryland Condominium Act.

Article IX

Compliance

These By-Laws are set forth to comply with the requirements of the laws of the State of Maryland. In case any of these By-Laws conflict with the provisions of said laws, the provisions of the laws will apply.

Article X

Registration - Resident Agent, Directors and Officers

The principal office of the Council, and its mailing address shall be 10 South Charles Street, Suite 402, Baltimore, Maryland 21202. The Resident Agent for the Condominium is Patricia A. Massey, 10 South Charles Street, Suite 402, Baltimore, Maryland 21202. Any successor Resident Agent may be appointed by the Council. The Council shall register with the Department of Assessments and Taxation the names and mailing addresses of the Condominium's Officers and Directors as required by Section 11-119 of the Maryland Condominium Act.

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Article XI

Insurance

11.1 Authority to Purchase

All insurance policies upon the Condominium (except as hereinafter allowed) including each unit, shall be purchased by the Council, or the Managing Agent if there is one, for the benefit of the respective owners and the mortgagees as their interest may appear, and shall provide for the issuance of certificates of insurance to the holders of any blanket mortgage on the Condominium or any individual unit mortgages and the Council shall use its best efforts to have such policies comply with Section 11-114 of the Maryland Condominium Act and provide that the insurer waives its rights of subrogation as to any claims against the unit owners, the Council, the Managing Agent, and/or their respective agents, servants, employees, licensees and/or invitees. The Council shall obtain such insurance for the property against loss or damage by fire and such other hazards under such terms and for such amounts as required by the Maryland Condominium Act and additionally as shall be deemed necessary by the Council or requested from time to time by a majority vote of owners. Such insurance coverage shall be written on the Condominium and on the respective units and shall provide for the insurance proceeds covering a loss to be payable to the Council or its successor, for the benefit of each owner, for each respective unit and for its appurtenant undivided percentage interest in the common elements. Premiums for such fire and other hazard insurance shall be common expenses.

11.2 - Coverage

The Condominium buildings shall be insured in an amount not less than that required by the Maryland Condominium

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Act, but at least for one hundred (100%) percent of the maximum insurable replacement cost thereof (exclusive of excavations and foundations) as determined annually by the insurance company issuing the policy therefor, or the amount of the Agreed Amount Endorsement accepted by such insurance company. Such coverage shall afford protection against:

- (a) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement;
- (b) Such other risks as may be determined by the Council.

11.3 Public Liability Insurance

Public liability and property damage insurance shall be obtained on the common elements in the Condominium in such amounts and in such forms as shall be required by the Maryland Condominium Act and the Council which, however, in no event shall be less than Five Hundred Thousand (\$500,000.00) Dollars with respect to any individual and One Million (\$1,000,000.00) Dollars with respect to any one accident or occurrence and One Hundred Thousand (\$100,000.00) Dollars with respect to any claim for property damage.

11.4 Workmen's Compensation

Workmen's compensation or employer's liability insurance shall be obtained as necessary to meet the requirements of law.

11.5 Scope of Insurance

All liability insurance shall contain cross liability endorsements to cover liabilities of the Council as a group, the Managing Agent and their agents, servants and employees, and each individual unit owner.

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11.6 Premiums

Premiums upon insurance policies purchased by the Council shall be paid by the Council and charged as a common expense.

11.7 Council as Agent

The Council is hereby irrevocably appointed agent for each unit owner, mortgagee of a unit, and for each owner for any other interest in the Condominium to adjust all claims arising under insurance policies purchased by the Council and to execute and deliver releases upon the payment of claims.

11.8 Excess Insurance Coverage

Unit owners may purchase at their own expense excess insurance coverage respecting their own individual unit for public liability and personal property damage.

Article XII

Termination of Regime

The Condominium may be terminated only as permitted by Maryland law.

Article XIII

Insurance Proceeds

In case of fire or other casualty resulting in damage to the building or other elements, the insurance proceeds shall be applied to repair, restore and/or reconstruct the damaged property, and/or otherwise used, as provided by Maryland law, including, but not limited to, the provisions of Section 11-114G of the Maryland Condominium Act.

Article XIV

Ratification

A person by his purchase of a unit in the Condominium and making settlement therefor does hereby ratify all actions taken by the Council prior to the date of purchase and settlement.

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Article XV

House Rules

In order to assure the peaceful and orderly use and enjoyment of the Condominium, the Council may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on or in the Condominium, as it may deem necessary and shall be binding upon all members of the Council and occupants and visitors to the building. The procedures provided for by the Maryland Condominium Act shall apply to the House Rules for the Condominium.

Article XVI

Severability

Should any part, term or provision of these By-Laws be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or provisions shall not be affected thereby but shall be valid and enforceable as the context permits.

WITNESS the hand and seal of the Developer, _____

_____, this 2nd day of July,
1986.

WITNESS:

BALTIMORE HOUSING PARTNERSHIP
DEVELOPMENT CORPORATION

Peter D. Weinman -

By: J. Stevenson Peck (SEAL)
J. Stevenson Peck, President

Developer

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& GARBIS, P.A.
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STATE OF MARYLAND, ^{county} CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 9th day of July, 1986, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared J. Stevenson Peck, who acknowledged himself to be the President of Baltimore Housing Partnership Development Corporation and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:
7/1/~~86~~90

E. L. K.
Notary Public

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123

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RECEIVED FOR RECORD
DEC 30 1986 AT 11:00 CLOCK,
A.M. SAME DAY RECORDED IN LIBER
S.E.B. No. 1119 FOLIO 212 &c,
ONE OF THE RECORDS OF
BALTIMORE CITY AND EXAMINED.
PER

CLERK

129.16

THIS DEED, Made this 21st day of November, in the year nineteen hundred eighty-six, by and between ARDEN DEVELOPMENT COMPANY OF W. VA., INC., a West Virginia corporation, party of the first part, and ARDEN DEVELOPMENT ASSOCIATES, a partnership duly created and formed under the Uniform Partnership Laws of the State of Maryland, party of the second part.

WHEREAS, the party of the second part has been formed by the owners of all shares of the issued and outstanding common stock of Arden Development Co. of W. Va., Inc., a West Virginia corporation (the "Corporation"); and

WHEREAS, the Corporation is being voluntarily dissolved pursuant to a plan of liquidation duly consented to in writing, approved and adopted unanimously by the directors and stockholders of the Corporation on July 16, 1986, and filed with the minutes of the meetings of the Board of Directors and of the Stockholders of the Corporation. As part of said plan of liquidation, the officers of the Corporation are authorized to execute all documents, including Articles of Dissolution filed or to be filed with the State of West Virginia and the Maryland Department of Assessments and Taxation, which they may deem advisable or necessary to effect such liquidation and dissolution and to distribute, in the name of the Corporation and on its behalf, such of the assets of the Corporation as have not previously been distributed and which, in the opinion of such officers, need no longer be retained to meet claims and liabilities; and

WHEREAS, pursuant to the said plan of liquidation, the property and assets of the Corporation, which include the property described below, are being distributed and conveyed to the party of the second part in consideration of the surrender and cancellation of

All taxes for which assessments have been received have been paid as of this date

12-30-86
Director of Finance of Baltimore City by JS

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D-REC	18.50
D-T T	272.33
D-D S	299.75
DEED	0 #
TOTAL	590.58
CHECK	590.38
MISC	0 #
CASH	.20

the common stock of the Corporation owned by all of the beneficial owners of the party of the second part; and

WHEREAS, this Deed is being executed in furtherance of the plan of liquidation referred to above,

WITNESSETH, that in consideration of the surrender and cancellation of the issued and outstanding stock of the Corporation owned by the beneficial owners of the party of the second part, the said ARDEN DEVELOPMENT COMPANY OF W. VA., INC., does grant and convey unto the said ARDEN DEVELOPMENT ASSOCIATES, a Maryland general partnership, its successors and assigns, in fee simple, all those lots of ground situate in Baltimore City, State of Maryland, and described as follows, that is to say:

2003 BEGINNING for the first on the southeast side of Decatur Street at the distance of about 172 feet northeastwardly from the corner formed by the southeast side of Decatur Street and the northeast side of Clement Street and running thence northeastwardly on the south side of Decatur Street about 28 feet, thence southeastwardly parallel with Clement Street about 155 feet 5 inches to Haubert Street, then southwestwardly on the northwest side of Haubert Street about 28 feet, thence northwardly parallel with Clement Street 155 feet 5 inches to the place of beginning.

2003 BEGINNING for the second on the southeast side of Decatur Street at the distance of 200 feet northeasterly from the corner formed on the southeast side of Decatur Street and the northeast side of Clement Street and running thence northeastwardly on the southeast side of Decatur Street about 28 feet to lot #15 in partition proceedings in a case entitled "Francis White, et al vs. George R. Rickers, Jr., et al" in the Circuit Court of Baltimore City in Liber J.R.B. No. 209, folio 70, thence southeastwardly bounding on said lot #15 about 155 feet 5 inches to Haubert Street, thence southwestwardly on the northwest side of Haubert Street about 28 feet to lot #13 in said partition and thence northwardly bounding on said lot #13 155 feet 5 inches to the place of beginning.

2003 BEGINNING for the third on the southeast side of Decatur Street at the distance of 228 feet northeastwardly from the corner formed by the southeast side of Decatur Street and the northeast side of Clement Street and running thence northeastwardly on the southeast side of Decatur Street about 28 feet to lot #16 in partition proceedings in a case entitled "Francis White, et al vs. George R. Rickers, Jr., et al" in the Circuit Court of Baltimore City in Liber J.R.B. No. 209, folio 70, thence southeastwardly bounding on lot #16 about 155 feet 5 inches to Haubert Street, then southeastwardly on the northwest side of Haubert Street about 28 feet to lot #14 in said partition, and thence northwardly bounding on said lot #14 about 155 feet 5 inches to place of beginning.

2003 BEGINNING for the fourth on the southeast side of Decatur Street at the distance of about 256 feet northeastwardly from the corner formed by the southeast side of Decatur Street and the northeast side of Clement Street and running thence northeastwardly on the southeast side of Decatur Street about 28 feet 3 inches to lot #17 in partition proceedings in a case entitled "Francis White, et al vs. George R. Vickers, Jr., et al" in the Circuit Court of Baltimore City in Liber J.R.B. No. 209, folio 70, thence southeastwardly bounding on lot #17 about 155 feet 5 inches to Haubert Street, thence southwestwardly on the northwest side of Haubert Street about 28 feet, 2 inches to lot #15 in said partition and thence northwestwardly bounding on said lot #15 about 155 feet 5 inches to place of beginning.

The improvements on the above described lots of ground being known as No. 1328 Haubert Street.

BEING the second, third, fourth and fifth lots described in a Deed dated March 14, 1957 and recorded among the Land Records of Baltimore City, Maryland, in Liber No. 1218, folio 425 was granted and conveyed by Harris Motor Express, Inc., a body corporate duly incorporated under the laws of the State of Maryland unto Arden Development Co. of W. Va., Inc., a body corporate duly incorporated under the laws of the State of W. Virginia.

TOGETHER with the improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the said property, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple.

AND the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that it will warrant specially the property granted, and that it will execute such further assurances of the same as may be requisite.

AS WITNESS the signature of CALVIN P. CARPER, Vice-President of ARDEN DEVELOPMENT COMPANY OF W.VA., INC., and the corporate seal of said body corporate duly attested.

ATTEST:

Samuel L. Silber
Samuel L. Silber, Secretary

ARDEN DEVELOPMENT COMPANY OF
W. VA., INC.

By Calvin P. Carper (SEAL)
Calvin P. Carper, Vice-Pres.

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of November, 1986, before me a Notary Public of the State aforesaid, personally appeared CALVIN P. CARPER, who acknowledged himself to be Vice-President of ARDEN DEVELOPMENT COMPANY OF W.VA., INC., and that he, as such Vice-President, being authorized to do so, in my presence, signed and sealed the foregoing Deed and acknowledged that he executed the same for the purposes therein contained.

AS WITNESS my hand and notarial seal.

Marie Leach
Notary Public

My Commission Expires: July 1, 1990

MAIL TO
SAMUEL L. SILBER, ATT'Y
10 LIGHT STREET SUITE 2300
BALTIMORE, MD 21202

URBEN DEVELOPMENT
COMPANY OF N. H., INC.

21

ARDEN DEVELOPMENT
ASSOCIATES

Block No. 2003

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-21-2001 BY 60322 UCBAW

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