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VILLAGE GREEN CONDOMINIUM ASSOCIATION  
DECLARATION

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## TABLE OF CONTENTS

ARTICLE I.	DEFINITIONS .....	1
(a)	Annual Assessment .....	1
(b)	Building .....	1
(c)	Common Element(s) .....	1
(d)	Common Expense(s) .....	1
(e)	Common Profit(s) .....	2
(f)	Condominium .....	2
(g)	Condominium Act .....	2
(h)	Condominium Association .....	2
(i)	Condominium Board .....	2
(j)	Condominium By-Laws .....	2
(k)	Condominium Declaration .....	2
(l)	Condominium Developer .....	2
(m)	Condominium Documents .....	2
(n)	Condominium Land .....	2
(o)	Condominium Plat .....	2
(p)	Eligible Mortgagee .....	2
(q)	First Mortgage .....	3
(r)	General Common Elements (s) .....	3
(s)	Limited Common Element(s) .....	3
(t)	Majority of the Unit Owners .....	3
(u)	Majority of the Unit Owners Present and Voting .....	3
(v)	Manager .....	3
(w)	Material Change .....	3
(x)	Mortgage .....	3
(y)	Mortgagee .....	3
(z)	Percentage Interest Factor .....	3
(aa)	Special Assessment .....	4
(ab)	Phase 1 .....	4
(ac)	Subsequent Phase .....	4
(ad)	Tenant .....	4
(ae)	Unit .....	4
(af)	Unit Owner .....	6
ARTICLE II.	CREATION OF CONDOMINIUM REGIME .....	6
(a)	Fee Simple Ownership .....	6
(b)	Types of Joint Ownership .....	6
ARTICLE III.	CONDOMINIUM UNITS .....	6
(a)	Phase 1 Subdivision .....	6
(b)	Percentage Interests .....	6
(c)	Voting Rights .....	7
(d)	Interests Appurtenant to Unit .....	7
(e)	Freehold Estate .....	7
ARTICLE IV.	COMMON ELEMENTS AND COMMON EXPENSES .....	7
(a)	Interest in Common Elements .....	7
(b)	Right of Entry .....	7

(c)	Payment of Common Expenses .....	8
(d)	Priority of Liens .....	8
ARTICLE V.	LIMITED COMMON ELEMENTS.....	9
(a)	Limited Common Elements in Phase 1 .....	9
(b)	Limited Common Elements in Subsequent Phases .....	9
ARTICLE VI.	CONDOMINIUM UNITS AND COMMON ELEMENTS .....	9
(a)	Boundaries and Easements .....	9
(b)	Conveyance .....	9
(c)	Leases .....	10
ARTICLE VII.	GRANT OF EASEMENTS .....	10
(a)	Easements Reserved by Developer .....	10
(b)	Authority of Condominium Association to Grant Easements .....	10
ARTICLE VIII.	AUTHORITY FOR EXPANSION OF THE CONDOMINIUM .....	11
(a)	Expansion Rights .....	11
(b)	Easements Across Subsequent Phases .....	11
(c)	Development Criteria for Subsequent Phases .....	12
(d)	Subsequent Phase Completion .....	12
(e)	Adjustment of Percentage Interests .....	12
(f)	Recordation of Expansion Documents .....	13
ARTICLE IX.	DEVELOPMENT, MARKETING AND SALES .....	13
(a)	Sales, Rental and Management Offices and Model Units .....	13
(b)	Parking and Storing Vehicles .....	14
(c)	Signs and Furniture .....	14
(d)	Completion and Repair Easements .....	14
ARTICLE X.	USE RESTRICTIONS .....	14
(a)	Land Use .....	14
(b)	Signs .....	16
(c)	Parking .....	16
(d)	Compliance with Condominium Documents and Laws .....	17
(e)	Noise .....	17
(f)	Fire and Environmental .....	17
* * (g) —	Animals .....	18
(h)	Use of Common Areas .....	18
(i)	Electricity .....	18
(j)	Vermin, Insects or Other Pests .....	18
(k)	Bottles, Trash or Garbage .....	19
(l)	Articles Hung from Property .....	19
(m)	Antenna .....	19
ARTICLE XI.	GENERAL PROVISIONS .....	20
(a)	Condominium By-Laws Amendments .....	20
(b)	Declaration and Condominium Plat Amendments .....	21

(c)	Failure to Rebuild Units.....	23
(d)	Destruction or Damage.....	23
(e)	Condemnation.....	23
(f)	Termination.....	25
(g)	Ownership Upon Termination.....	25
(h)	Rights and Procedures Upon Termination.....	25
(i)	No Waiver.....	26
(j)	Enforceability.....	26
(k)	Relationships.....	27
(l)	Severability.....	27
(m)	Conflicts.....	27
(n)	Miscellaneous Provisions.....	27
(o)	Mortgages.....	27



## VILLAGE GREEN CONDOMINIUM DECLARATION

THIS DECLARATION is made this 15TH day of DECEMBER, 2003, by NVR, INC., a Virginia corporation, hereinafter called the "Condominium Developer".

WHEREAS, the Condominium Developer holds the fee simple title to the Condominium Land (as such term is defined herein) and desires to subject said Condominium Land, together with the Buildings (as defined herein) and improvements erected thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging, or in anywise appertaining, including the hereinafter described rights-of-ways, to a condominium regime, as provided for in the Condominium Act (hereinafter defined), and hereby to establish for the property, a condominium regime to be known as "VILLAGE GREEN CONDOMINIUM".

NOW THEREFORE, THIS DECLARATION WITNESSETH: The Condominium Developer for itself, its successors and assigns, does hereby expressly establish and declare the following:

### ARTICLE I. DEFINITIONS

As used in this Declaration, and the Condominium By-Laws annexed hereto, except to the extent otherwise expressly provided, or otherwise resulting from necessary implication, the following terms shall have the meaning herein ascribed thereto:

(a) Annual Assessment. "Annual Assessment" means the assessment levied annually against the Units pursuant to Section I of Article IX of the Condominium By-Laws.

(b) Building. "Building" includes the three-story structure containing twelve (12) Units which is constructed on the Condominium Land (as such term is hereinafter defined).

(c) Common Element(s). "Common Element(s)" (a) means all of the Condominium other than Units the legal title to which is held by a person other than the Condominium Association, and (b) shall be comprised of the Limited Common Elements and the General Common Elements.

(d) Common Expense(s). "Common Expense(s)" means the expenses of the Condominium Association, including particularly, but not by way of limitation, the following: the cost and expense of administration, operation, care, cleaning, maintenance, repair or replacement of the Common Elements; payment into a repair and replacement reserve fund established for the foregoing; premiums on any policy of insurance, indemnity or bond required to be procured or maintained under the Declaration or Condominium By-Laws, or deemed necessary or advisable by the Condominium Association or Condominium Board; compensation for accountants, attorneys, engineers, financial experts, superintendents, Manager, and such other employees and agents as may be deemed necessary or advisable for the operation of the Condominium; all other costs and expenses declared to be a Common Expense by any provision of the Condominium Act, this Declaration or the Condominium By-Laws, or by the Condominium Association or Condominium Board.

- (e) Common Profit(s). "Common Profit(s)" means the profit(s) of the Condominium Association.
- (f) Condominium. "Condominium" means the Condominium Land and Buildings, together with all improvements, fixtures, and structures erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, including all space in, upon, above or below the foregoing, all, however, subject to the following:
- (i) Easements, agreements, conditions and other matters of public record.
- (g) Condominium Act. "Condominium Act" means Title 11 of the Real Property Article of the Annotated Code of Maryland, as heretofore and hereafter amended.
- (h) Condominium Association. "Condominium Association" means the incorporated legal entity that is comprised of all Unit Owners, and is charged with the government and administration of the affairs of the Condominium.
- (i) Condominium Board. "Condominium Board" means the board of directors of the Condominium Association.
- (j) Condominium By-Laws. "Condominium By-Laws" means the Condominium By-Laws attached hereto as Exhibit B, as said Condominium By-Laws may, from time to time, be amended.
- (k) Condominium Declaration. "Condominium Declaration" (or as used herein, "Declaration") means this Declaration, as said Declaration may, from time to time, be amended.
- (l) Condominium Developer. "Condominium Developer" means NVR, Inc., its successors, and any assignee to whom the Condominium Developer specifically assigns in writing its rights as Condominium Developer under this Declaration.
- (m) Condominium Documents. "Condominium Documents" means this Declaration, the Condominium By-Laws and the Condominium Plat, and all rules and regulations adopted pursuant to Article X of the Condominium By-Laws.
- (n) Condominium Land. "Condominium Land" means all of that real property described in Exhibit A attached hereto.
- (o) Condominium Plat. "Condominium Plat" means the plat, entitled "Village Green Condominium" intended to be recorded among the Land Records of Harford County simultaneously with the recording of this Declaration, as said Condominium Plat may, from time to time, be amended.
- (p) Eligible Mortgagee. "Eligible Mortgagee" means and includes each mortgagee who (i)



holds a First Mortgage on a Unit, and (ii) is eligible to receive the notices and information provided by Paragraph (o) of Article XI of this Declaration.

(q) First Mortgage. "First Mortgage" means and includes a Mortgage with priority over all other Mortgages.

(r) General Common Element(s). "General Common Element(s)" means and includes all the Common Elements except the Limited Common Elements and shall include, without limitation, parking areas, elevators, hallways and stairways.

(s) Limited Common Element(s). "Limited Common Element(s)" means those Common Elements which are identified in Article V, or on the Condominium Plat, as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(t) Majority of the Unit Owners. "Majority of the Unit Owners" means Unit Owners holding more than fifty percent (50%) of the votes appurtenant to all Units in the Condominium.

(u) Majority of the Unit Owners Present and Voting. "Majority of the Unit Owners Present and Voting" means Unit Owners casting more than fifty percent (50%) of the total votes cast on any matter by Unit Owners present, in person or by proxy, at a meeting of the Condominium Association.

(v) Manager. "Manager" means the person, firm or corporation from time to time employed by the Condominium Association to administer or supervise the Condominium. If there is no person, firm or corporation employed by the Condominium Association to administer or supervise the Condominium, then the Condominium Board shall be deemed the Manager. However, if there is no Condominium Board elected by the Unit Owners, then the Condominium Association shall be deemed the Manager.

(w) Material Change. "Material Change" shall have the meaning ascribed thereto in Paragraph (a) of Article XI of this Declaration.

(x) Mortgage. "Mortgage" means a mortgage, deed of trust or other conveyance in the nature of a mortgage.

(y) Mortgagee. "Mortgagee" means the holder of any recorded mortgage, the beneficiary of any recorded deed of trust, or the grantee (including personal representatives, successors and assigns of such grantee) named in any recorded conveyance in the nature of a mortgage, encumbering one or more Units.

(z) Percentage Interest Factor. "Percentage Interest Factor" means the proportionate interest of each Unit Owner in the Common Elements and in the Common Profits and Common Expenses as specified in Article III hereof.

(aa) Special Assessment. "Special Assessment" means the assessment, if any, levied against the Units from time to time pursuant to Section 2 of Article IX of the Condominium By-Laws.

(ab) Phase 1. "Phase 1" means the land designated "Phase 1" on the Condominium Plat and the Building located thereon together with all structures, fixtures and other improvements erected thereon or therein, and all rights, ways, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining.

(ac) Subsequent Phase. "Subsequent Phase" means each phase hereafter added to the Condominium pursuant to Article VIII hereof.

(ad) Tenant. "Tenant" means any person, firm, corporation, trustee or other legal entity, or combination thereof, holding leasehold title to a Unit, whether by lease, sublease or otherwise, and includes, but is not limited to, the sublandlord and subtenant, if any, of a Unit.

(ae) Unit.

(i) The location within the Condominium, and the dimensions, of each Unit are shown on the Condominium Plat and are more particularly defined below.

(ii) Each Unit shall have and be known by a number, corresponding to the number shown with respect to it on the Condominium Plat or, if so assigned by the United States Postal Service, the street address of the Unit.

(iii) Except as may be otherwise provided herein, each Unit shall consist of all of the following:

(a) The space bounded by and contained within:

(i) With respect to the vertical limits, the following portions of the vertical perimetrical walls enclosing such Unit:

- the stud side of the drywall of the vertical perimetrical walls enclosing such Unit; and

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

- with respect to the upper horizontal limited, the uppermost surface of the drywall constituting the ceiling of such Unit; and

- with respect to the lower horizontal limit, the upper surface of the gypcrete or other underlayment or, with respect to a Unit located on the terrace level of a



building, the upper surface of the concrete slab; and

(b) Any circuit breaker panel, electrical meter, gas meter and any and all gas or electrical installations and fixtures (including, without limitation, any and all outlets, meters, switches, lampholders or other electrical or gas service terminals, wherever located), which exist for the exclusive use of such Unit, and all wiring and conduits running from any such circuit breaker panel to any such installation or fixture.

(c) All of the equipment for the heating and air conditioning of such Unit and the heating of water, including all mechanical equipment and appurtenances located outside such Unit which are designed, designated or installed to serve only that Unit, and all of their controls and control wiring.

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

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

(f) All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, including, without limitation, all sinks, faucets, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such Unit as well as other Units.

(g) All improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of the Unit as hereinabove set forth, as well as improvements, fixtures and installations specifically designated by the provisions hereof as being part of such Unit, but not located within such boundaries.

(h) Anything contained in the foregoing provisions of this Article to the contrary notwithstanding, whenever there is located within the boundaries of a Unit, as described above, either: (a) any loadbearing or structural wall, partition, or column, or (b) any main, duct, stack, wire, conduit, line, drain, pipe, meter or other similar thing or device which is used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit, such Unit shall not include the loadbearing or structural portions of such wall, partition or column, or such thing or device.

(i) Each Unit shall have all of the incidents of real property under applicable law.

(iv) "Unit" also means each portion of any Subsequent Phase that the Condominium Developer may designate as a Unit in the Declaration amendment adding such Subsequent Phase to the Condominium.

(af) **Unit Owner.** "Unit Owner" means any person, firm, corporation, trust or other legal entity, or any combination thereof, holding legal title to a Unit. However, no Mortgagee, as such, shall be deemed a Unit Owner. If more than one person, firm, corporation, trustee or other legal entity, or any combination thereof, holds the legal title to any one Unit, whether in a real property tenancy, partnership relationship, or otherwise, all of same shall be deemed a single Unit Owner and a single member of the Condominium Association by virtue of ownership of such Unit. If any single membership in the Condominium Association is comprised of two or more persons, firms, corporations thereof, then each constituent may cast such portion of the vote of the member as the several constituents may mutually determine, provided, however, that in the absence of such a determination, (i) each constituent may cast such portion of the vote of the member as shall equal his, her or its proportionate interest in the Unit or Units held by the member, and (ii) if only one votes, he, she or it may cast the entire vote of the member and such act shall bind all. In no event may such constituents cast, in aggregate, more than the number of votes appurtenant to the Unit(s) owned by the member.

## ARTICLE II. CREATION OF CONDOMINIUM REGIME

(a) **Fee Simple Ownership.** The Condominium Developer hereby subjects Phase I to the regime established by the Condominium Act and establishes a condominium regime therefore to be known as "Village Green Condominium", to the end and intent that in each Unit Owner shall vest the exclusive fee simple ownership of his Unit and, as set forth in Article IV hereof, an undivided fee simple interest in the Common Elements. Each Unit, together with the undivided interest in the Common Elements appurtenant thereto, may be purchased, leased, optioned or otherwise acquired, held, developed, improved, mortgaged, sold, exchanged, rented, conveyed, devised, inherited, or in any manner encumbered, dealt with, disposed of, or transferred as fee simple real estate, all as fully, and to the same extent, as though each Unit were entirely independent of all other Units and of the Building in which such Unit is located and constituted a single, independent, fee simple, improved lot.

(b) **Types of Joint Ownership.** A Unit may be held or owned by more than one person, firm or corporation, as joint tenants, tenants in common, or in any other real property tenancy relationship recognized under the laws of the State of Maryland, including, in the case of husband and wife, tenants by the entirety.

## ARTICLE III. CONDOMINIUM UNITS

(a) **Phase I Subdivision.** Phase I is hereby subdivided into a total of twelve (12) Units in the Building as shown and designated by a street address on the Condominium Plat.

(b) **Percentage Interests.** The Owner of each Unit shall own an undivided percentage interest in the Common Elements and a percentage interest in the Common Profits and Common Expenses of the Condominium Association. The Percentage Interest Factor appurtenant to each Unit, identical for the percentage interest in the Common Elements and the percentage interest in the Common Profits and Common Expenses, is a fraction, the numerator of which is one, and the



denominator of which is the sum of the number of Units then contained within the Condominium.

(c) Voting Rights. The number of votes (at meetings of the Condominium Association) appurtenant to each Unit contained in the Condominium from time to time shall be one (1) vote.

(d) Interests Appurtenant to Unit. Neither the Percentage Interest Factor nor voting rights shall be separated from the Unit to which they appertain. Accordingly, any instrument, matter, circumstance, action, occurrence, or proceeding in any manner affecting a Unit shall also affect, in like manner, the Percentage Interest Factor and voting rights appurtenant to the Unit. Except as otherwise required by the Condominium Act or by Article VIII hereof with respect to the expansion of the Condominium, or by Paragraph (c) of Article XI hereof with respect to a failure to rebuild a Unit following a casualty, or by Paragraph (e) of Article XI hereof with respect to a condemnation of part of the Condominium, neither the Percentage Interest Factor nor the voting rights appurtenant to any Unit shall be changed without the written consent of all the Unit Owners and Mortgagees. Any change in such Percentage Interest Factor or voting rights shall be evidenced by an amendment to this Declaration recorded among the Land Records of Harford County, Maryland.

(e) Freehold Estate. Each Unit is a freehold estate. Except in the event of a condemnation of a part of a Unit or the sale of part of a Unit in lieu thereof, (i) no Unit shall be subdivided into two or more Units, nor shall any of a Unit be sold, leased, mortgaged, rented, conveyed, devised, or in any manner encumbered, disposed of or transferred, and (ii) each Unit shall forever, contain the minimum area shown therefor on the Condominium Plat. Further, the conveyance or other disposition of a Unit by any Unit Owner shall be deemed to include and convey the entire undivided interest of the Unit Owner in the Common Elements, general and limited, together with all rights and easements appertaining to his Unit, without specific or particular reference to such undivided interest in the Common Elements or the appurtenances to the Unit.

#### ARTICLE IV. COMMON ELEMENTS AND COMMON EXPENSES

(a) Interest in Common Elements. The fee simple title to the Common Elements is vested in the Unit Owners, each Unit Owner having the proportionate undivided interest therein equal to his Percentage Interest Factor. No percentage interest in the Common Elements shall be separated from the Unit to which such percentage interest appertains. Further, the Common Elements shall remain undivided, and, except as provided in Section 11-123 of the Condominium Act (or any successor section pertaining to termination of the Condominium), no Unit Owner or group of Unit Owners, or anyone claiming by, through or under him or them, shall bring any action for the partition or division of the ownership of the Common Elements. Except as otherwise expressly provided in Article V hereof, each Unit Owner may use the Common Elements for the purposes for which intended, without, however, hindering or encroaching upon the right of the other Unit Owners likewise to use the same.

(b) Right of Entry. The Condominium Association and its agent, servants, employees and contractors shall have the irrevocable right and a perpetual easement to enter any Unit, or upon any Limited Common Element appurtenant to any Unit, for the purpose of performing any cleaning,



maintenance, repair or replacement which the Condominium Association is obligated or entitled to perform, and any inspection related thereto, whether said cleaning, maintenance, repair, replacement or inspection pertains to said Unit or Common Element, or to any other Unit or Common Element accessible from the Unit or Limited Common Element so entered, whether or not the Unit or Common Element that is the subject of such cleaning, maintenance, repair, replacement or inspection is also accessible from any other Unit or Common Element. Except in cases involving manifest danger to public safety or to property, the Condominium Association shall make a reasonable effort to give written notice of at least ten (10) days to the Unit Owner who owns the Unit, or has the right to use the Limited Common Element, that is to be entered for the purpose of such cleaning, maintenance, repair, replacement or inspection. In cases involving manifest danger to public safety or to property resulting from conditions which are the fault of said Unit Owner, said Unit Owner shall be responsible for the prompt repair of any damage inflicted upon said Unit or Limited Common Element, or other portion of the Condominium, as a result of such entry; in all other cases, the Condominium Association shall be responsible for the prompt repair of such damage.

(c) Payment of Common Expenses. Each Unit Owner, in proportion to this Percentage Interest Factor, shall contribute toward payment of the Common Expenses. No Unit Owner shall be exempt from contributing toward said Common Expenses, either by waiver of the use or enjoyment of the Common Elements, or any portion thereof, or by the abandonment of his Unit. The contribution of each Unit Owner toward the Common Expenses shall be determined, levied and assessed in the form of Annual Assessments and Special Assessments and a working capital fee, all in the manner set forth in the Condominium By-Laws.

(d) Priority of Liens. Any assessment levied by the Condominium Association (including any Annual Assessment or Special Assessment or assessment of the type described in Article IX of the Condominium By-Laws), until paid, together with interest thereon, late charges, actual costs of collection, and reasonable attorney's fees, shall constitute a lien on the Unit against which it is levied, effective from and after the recordation of a statement of lien in the manner and form prescribed by the Condominium By-Laws, or as otherwise required by law. Such lien shall be subordinate to (i) general and special assessments for real estate taxes against the Unit; and (ii) the lien of any Mortgage duly recorded against the Unit (A) prior to the recordation of said statement of lien, or (B) after receipt by the Mortgagee of a written statement issued by the Condominium Association pursuant to the Condominium By-Laws acknowledging that payments of all assessments (and all interest, late charges, costs of collection and attorney's fees payable with respect to any delinquent assessments) against the Unit are current as of the date of recordation of the mortgage. A sale or transfer of a Unit by a deed in lieu of foreclosure to a Mortgagee holding a bona fide First Mortgage of record on the Unit, to the Federal Housing Commissioner (if such Mortgage is insured by the Federal Housing Administration) or to the Veterans Administration (if such Mortgage is guaranteed by the U.S. Veteran's Administration), shall extinguish the lien of any assessment recorded against said Unit by the Condominium Association after the recordation of such First Mortgage, but prior to the recordation of such deed in lieu of foreclosure. No sale or transfer of a Unit shall relieve the transferee Unit Owner from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V. LIMITED COMMON ELEMENTS

(a) Limited Common Elements in Phase 1. The following Limited Common Elements shall be appurtenant to the Units in Phase 1:

(i) The Owner of each Unit, to the exclusion of the Owners of all other Units, has the exclusive right to use and enjoy (A) each patio or balcony and railing adjacent to his Unit, (B) the exterior wall or ceiling light, if any, and the exterior electrical outlet, if any, serving said patio or balcony and (C) all pipes, lines, wires and ducts running between the air conditioning system condenser and the Unit.

(ii) The Owner of each Unit, to the exclusion of the Owners of all other Units, has the exclusive right to use and enjoy the flue running from each fireplace within his Unit through the fireplace chimney chase above his Unit to the outside air.

(b) Limited Common Elements in Subsequent Phases. The Limited Common Elements shall also include those Common Elements, if any, in a Subsequent Phase that the Condominium Developer elects to designate as Limited Common Elements in the Declaration amendment or Condominium Plat amendment adding such Subsequent Phase to the Condominium.

#### ARTICLE VI. CONDOMINIUM UNITS AND COMMON ELEMENTS

(a) Boundaries and Encroachments. The existing physical boundaries of each Unit constructed in conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of variations between existing physical boundaries of the Unit and physical boundaries described in the Declaration or those boundaries shown on the Condominium Plat. However, if any Common Element, or any part thereof, now or at any time hereafter, encroaches upon any Unit, or any Unit encroaches upon any Common Element, or any other Unit, whether such encroachment is attributable to or results from construction, settlement, shifting of the Building, any fully authorized reconstruction designed to remedy, repair or restore any damage or destruction from fire or other casualty, or from condemnation proceedings, or any other reason whatsoever beyond the control of the Condominium Association and any Unit Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Condominium Association or for the Unit Owner, their respective heirs, personal representatives, successors and assigns, to provide for the encroachment and nondisturbance of the Common Element, or the Unit, as the case may be. 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 wherever found. Additionally, and in all events, an easement for mutual support shall exist in the Units and Common Elements.

(b) Conveyance. The conveyance or other disposition of a Unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this Article, without specific or particular reference to such easement.



(c) Leases. Each Unit may be leased under such terms and conditions as the Unit Owner thereof may desire, except as otherwise provided in this paragraph (c). No Unit may be leased for a period of less than six (6) months. Each lease shall be subject to the Condominium Documents and any breach or violation of any Condominium Documents by the Tenant shall constitute a default under the lease. The Tenant (as well as the landlord) shall be directly liable to, and subject to enforcement action(s) by, the Condominium Association for any breach or violation by the Tenant of any Condominium Document. Each lease shall be in writing and shall set forth, and provide for the Tenant's acknowledgment of, each of the provisions of the two preceding sentences. The Unit Owner of any leased Unit shall promptly (within 30 days) deliver to the Condominium Board a copy of the executed lease and a copy of each signed amendment which is made thereto from time to time. The Condominium Association, through the Condominium Board, shall be entitled, but is not obligated, to exercise the default remedies of any Unit Owner, as the landlord under any such lease, and upon any breach or violation by the Tenant of any Condominium Document, the Condominium Board, after notice to the Unit Owner and Tenant of such breach or violation, and the failure of such Unit Owner and Tenant to correct the same within a reasonable time thereafter, shall be entitled, but not obligated, to summarily evict the Tenant from the leased premises, subject to any applicable laws governing the speedy recovery of possession of lands or tenements in redress of a breach or violation of a lease.

#### ARTICLE VII. GRANT OF EASEMENTS

(a) Easements Reserved by Developer. The Condominium Developer reserves to itself an irrevocable, perpetual and non-exclusive easement in, under, over and through Phase 1 and over Subsequent Phases at the time such Phases are annexed to the Condominium under Article VIII of this Declaration (the "Developer Easement Area") for the construction, connection, installation, maintenance, repair, replacement and use of (1) a hard-surfaced road for ingress and egress across Phase 1, and (2) underground sanitary sewer and water lines, meters, storm drain facilities and other utility lines (collectively, the "Developer Easement Facilities"), to serve the improvements now or hereafter existing upon all of that land as shown and designated "Phase 2", "Phase 3", "Phase 4", "Phase 5", "Phase 6", "Phase 7" and "Phase 8" on the Condominium Plat.

The Condominium Developer shall pay for the initial installation of the Developer Easement Facilities. The Condominium Association shall at its expense from time to time perform all necessary maintenance and repair of, and replacements to, the Developer Easement Facilities and all of the above-described land on which the Developer Easement Facilities are located. The Condominium Developer shall have the right to relocate the Developer Easement Facilities at its expense.

(b) Authority of Condominium Association to Grant Easements. The Condominium Association shall have the right, power and authority to grant any easement, right-of-way, license, lease or similar interest affecting the Common Elements of the Condominium, to the extent permitted by the Condominium Act, if the grant is approved by the affirmative vote of Unit Owners having sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all Units, and with the express written consent of any Mortgagee holding an interest in the Units whose Owners vote



affirmatively, provided that if the grant affects any Limited Common Element, such grant shall also require the express written consent of all Unit Owners having the right to use such Limited Common Element, and of all Mortgagees holding an interest in the Units to which such Limited Common Element is appurtenant. Any easement, right-of-way, license, lease or similar interest granted by the Condominium Association pursuant to this Article VII shall state that the grant was approved (a) by Unit Owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes, and by the corresponding Mortgagees, and (b) if appropriate, by all Unit Owners having the right to use any Limited Common Element affected by the easement, and by the corresponding Mortgagees. Such easement procedure may be used for the purpose (among other things) of permitting reasonable modifications of the General Common Elements to be made by or at the request of, and at the expense of, a Unit Owner, if such modifications are necessary under applicable law for a person who has a handicap ("handicapped person") as such term is defined in the Federal Fair Housing Act and Article 49B §20 of the Annotated Code of Maryland (1998 Repl. Vol.) (as such laws may be amended from time to time) or otherwise which is appropriate to afford such a person residing at or intending to reside at the Unit of such Unit Owner the full enjoyment of such Unit, the Limited Common Elements appurtenant to such Unit and/or the General Common Elements of the Condominium.

#### ARTICLE VIII. AUTHORITY FOR EXPANSION OF THE CONDOMINIUM

(a) Expansion Rights. The Condominium Developer hereby expressly reserves, for a period of ten (10) years from and after the date upon which the Condominium is created, the right to expand and add to the Condominium, in its sole and absolute discretion, by subjecting to the condominium regime all or any part of the real property designated as "Phase 2", "Phase 3", "Phase 4", "Phase 5", "Phase 6", "Phase 7" and "Phase 8" on the Condominium Plat, together with all of the respective improvements thereon, and all of the respective rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anyway appertaining. The Condominium may not contain more than ninety-six (96) Units when fully expanded.

(b) Easements Across Subsequent Phases. Each Subsequent Phase may be added to the Condominium subject to the rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements mentioned in Paragraph (g) of Article I of this Declaration, and to such other rights, rights-of-way, covenants, conditions, restrictions, setbacks and easements as are deemed necessary or advisable in the opinion of the Condominium Developer to facilitate the orderly development, or the construction, installation, maintenance and operation, of the Condominium, wherever located, or the convenience or services of the Condominium Association; and, in particular, but not in limitation of the foregoing, the Condominium Developer shall have the right to reserve, at or prior to the time each Subsequent Phase is added to the Condominium, such easements and rights-of-way on, over, under and across such Subsequent Phase as are deemed appropriate by the Condominium Developer for vehicular and pedestrian access on the Condominium Land and any future Phases therein and the construction, installation, maintenance (including, but not limited to, inspection, cleaning, repair and replacement) and operation of telephone, electric, gas, cable TV, water, sanitary sewer, storm water drainage, and other utility lines, mains, facilities and installations deemed appropriate by the Condominium Developer to serve any remaining property of the Condominium Developer. Each

such right, right-of-way, covenant, condition, restriction, setback and easement shall run with and bind the Common Elements and each Unit contained in the Condominium, and all Owners of such Units, and their respective heirs, personal representatives, successors and assigns, forever, unless the recorded document establishing such right, right-of-way, covenant, condition, restriction, setback or easement specifically provides otherwise.

(c) Development Criteria for Subsequent Phases. Subject to the limitations of Paragraphs (a) and (d) of this Article VIII:

(i) all buildings and other improvements included in each Subsequent Phase shall be constructed in accordance with such architectural and other drawings as the Condominium Developer, in its sole discretion, may deem appropriate;

(ii) the quantity and location of the buildings and other improvements shown on the Condominium Plat as being located within each of the Subsequent Phases may be changed to such extent as the Condominium Developer, in its sole discretion, may deem appropriate;

(iii) in addition to the land and buildings set forth in Paragraph (a) of this Article VIII, and the Common Elements which are shown as being located within such Subsequent Phase on the Condominium Plat, each Subsequent Phase may contain such other Common Elements as the Condominium Developer, in its sole discretion, may deem appropriate;

(iv) the Condominium Developer may divide any Subsequent Phase into two or more parts and may add the various parts of such Subsequent Phase to the Condominium at different times; and

(v) the Condominium Developer is not required to add any Subsequent Phase (or any part thereof) to the Condominium, and the Subsequent Phases (and/or parts thereof), if any, which are added to the Condominium may be added in any sequence chosen by the Condominium Developer.

(d) Subsequent Phase Completion. All improvements that are added by the Condominium Developer to the Condominium as part of any Subsequent Phase shall be substantially complete prior to the addition of such Subsequent Phase to the Condominium, and shall be consistent with comparable improvements, if any, installed by the Condominium Developer in Phase 1 in terms of quality of construction and structure type.

(e) Adjustment of Percentage Interests. Immediately upon the addition of any Subsequent Phase to the Condominium, (i) the percentage interests in the Common Elements and in the Common Profits and Common Expenses of the Unit Owner of each Unit contained within the Condominium immediately prior to such expansion shall be reduced in accordance with the formula(s) set forth in Article III hereof, and (ii) percentage interests in the Common Elements and in the Common Profits and Common Expenses, as determined in accordance with the formula(s) set forth in Article III hereof, shall vest in the Unit Owner of each Unit contained within the Subsequent



Phase then being added to the Condominium. The Unit Owner of each Unit contained within any Subsequent Phase that is added to the Condominium shall be a member of the Condominium Association, and shall have the voting rights set forth in Article III hereof. Immediately following any such expansion, the interest of each Mortgagee shall attach, by operation of law, to the new percentage interest in the Common Elements appurtenant to the Unit on which it holds a lien.

(f) Recordation of Expansion Documents. Any such expansion shall be accomplished by, and shall be and become effective upon and only upon,

(i) the amendment of this Declaration by the recordation among the Land Records of Harford County of an appropriate amendatory instrument which describes the property to be added by such expansion and expressly subjects the same to the operation and effect of this Declaration, and sets forth

(a) the number of Units to be included by way of such expansion;

(b) the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits of each Unit Owner after such expansion, as determined in accordance with the provisions of Article III;

(c) the number of Votes which each Unit Owner is entitled to cast at meetings of the Membership after such expansion, as determined in accordance with the provisions of Article III; and

(ii) the amendment of the Condominium Plat by the recordation among the Land Records of an appropriate amendatory plat setting forth the detail and information as to the property, the Units, and the Common Elements added to the Condominium by such expansion, the setting forth of which therein is required by applicable law to effectuate such expansion.

#### ARTICLE IX. DEVELOPMENT, MARKETING AND SALES

(a) Sales, Rental and Management Offices and Model Units. The Condominium Developer shall have the right to use any Units to which it holds fee simple or leasehold title from time to time as sales, rental and management offices and model units and for such other uses as the Condominium Developer may deem appropriate for the development, marketing (including sales and rentals) and management of any Unit(s) now or hereafter located on the Condominium Land. The Condominium Developer shall have the right, without any requirement to gain any approvals from the Condominium Association or Condominium Board, to make such structural and non-structural additions, alterations, improvements and decorations to each Unit to which it holds fee simple or leasehold title, to the Limited Common Elements that the Condominium Developer, as the Unit Owner or Tenant of each such Unit, has the exclusive right to use, and to the party wall located between any adjoining Units to which the Condominium Developer, holds fee simple or leasehold title, as the Condominium Developer, in its sole discretion, may deem appropriate to facilitate the uses hereinabove set forth.



(b) Parking and Storing Vehicles. The Condominium Developer and its employees, agents and guests shall have the right to park and store in any parking area such commercial and non-commercial vehicles as the Condominium Developer, in its sole discretion, may deem appropriate for the development, marketing and management of any Unit(s) now or hereafter located on the Condominium Land, provided, however, that the Condominium Developer shall not unreasonably interfere with the rights of the other Unit Owners having the right to such parking areas.

(c) Signs and Furniture. The Condominium Developer shall have the right to install upon and within, maintain, and remove from the Units to which it holds fee simple or leasehold title, the Limited Common Elements appurtenant to said Units, and all General Common Elements, such advertising and directional signs and other materials as the Condominium Developer, in its sole discretion, may deem appropriate for the development, marketing and management of any Unit(s) now or hereafter located within the Condominium Land.

(d) Completion and Repair Easements. The Condominium Developer shall have the right and an easement to enter upon any General or Limited Common Element and any Unit for the purpose of (i) completing the construction or installation of any Unit or Common Element, and (ii) making repairs to any Unit or Common Element to the extent that such repairs are required pursuant to any express or implied warranty or other legal obligation created or agreed to by the Condominium Developer or established by the operation of law. Such right and easement shall exist, with respect to item (i) above, until the construction or installation of all Units and Common Elements that the Condominium Developer desires, or is obligated, to construct or install has been completed, and, with respect to item (ii) above, so long as the Condominium Developer's obligation shall exist.

#### ARTICLE X. USE RESTRICTIONS

For the purpose of creating and maintaining a uniform scheme of development and operation of the Condominium for the benefit of each Unit Owner, his respective personal representatives, heirs, successors and assigns, the Common Elements and each Unit shall be held subject to the following use restrictions:

(a) Land Use.

(i) The Common Elements and each Unit located within the Condominium shall be used, occupied and maintained for residential purposes only, except as provided in Article IX hereof.

(ii) Notwithstanding anything contained herein to the contrary, no Unit Owner may use his or her Unit as a "Family day care home" (as such term is defined in Section 11-111.1 of the Condominium Act) ("Home"); provided, however, if such prohibition may not be enforced under the Condominium Act, then a Home shall be permitted subject to the following

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requirements:

(a) The Day Care Provider (as such term is defined in Section 11-111.1 (a) (2) of the Condominium Act) operating the Home shall be registered with and have a license issued by the Department of Human Resources, in accordance with the registration and licensing provisions of Maryland law. The Owner shall provide a copy of the license to the Condominium Board prior to establishing and operating the Home and upon each renewal thereof.

(b) The Day Care Provider shall obtain the liability insurance described in Sections 19-106 and 19-202 of the Insurance Article of the Annotated Code of Maryland, as the same may be amended from time to time, in at least the minimum amount described under those Sections. The Day Care Provider may not operate the Home without the liability insurance described herein and shall present proof of insurance to the Condominium Board before establishing and operating the Home and upon any renewal of the policy.

(c) The Day Care Provider shall pay, on a pro-rata basis with other Homes then in operation in the Condominium, any increase in the insurance costs of the Condominium attributable solely and directly to the operation of the Home.

(d) Each Day Care Provider shall be responsible for payment of a fee determined by the Condominium Board for the Home's use of the Common Elements. The Condominium Board shall establish the fee and advise all Day Care Providers operating Homes of the amount due on an annual basis; provided, however, that such fee shall not exceed Fifty Dollars (\$50.00) per year (or any greater amount permitted by Section 11-111.1 of the Condominium Act).

(e) The number of Homes operating within the Condominium may be regulated by the Condominium Board, provided that the number permitted may not be less than seven and one-half percent (7.5%) of the total Units of the Condominium.

(f) Any Owner who proposes to operate a Home in the Condominium shall be required to send written notice to the Condominium Board prior to opening a Home.

(g) No play equipment or fenced off play area may be placed on any portion of the Common Elements without the prior written approval of the Condominium Board.

The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11-111.1 of the Condominium Act and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

(iii) Notwithstanding anything herein to the contrary, pursuant to Section 11-111.1 of the Condominium Act, a no-impact home-based business (as such term is defined below) is not permitted; provided, however, if such prohibition may not be enforced under the Condominium Act, then a no-impact home-based business shall be permitted subject to the following requirements:



(a) Unit Owners shall notify the Condominium Board before operating a no-impact home-based business.

(b) No-impact home-based businesses are expressly prohibited in any Common Elements.

(c) Such additional requirements as may be specified by the Board of Directors of the Council of Unit Owners, to the extent permitted by applicable law. The foregoing provisions of this Section are intended to be a restatement of the provisions of Section 11-111.1 of the Condominium Act, and any future amendments or modifications thereto shall be deemed incorporated by reference herein as a part hereof.

(d) Any Owner operating a no-impact home-based business shall be responsible for payment of a fee determined by the Condominium Board for the use of the Common Elements. The Condominium Board shall establish the fee and advise all Owners operating a no-impact home-based business of the amount due on an annual basis; provided, however, that such fee shall not exceed Fifty Dollars (\$50.00) per year (or any greater amount permitted by Section 11-111.1 of the Condominium Act).

For purposes hereof, a "no-impact home-based business" means a business that:

(a) Is consistent with the residential character of the Unit;

(b) Is subordinate to the use of the Unit for residential purposes and requires no external modifications that detract from the residential appearance of the Unit;

(c) Uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors or that causes an increase of common expenses that can be solely and directly attributable to a No-impact home-based business; and

(d) Does not involve use, storage, or disposal of any grouping or classification of materials that the United States Secretary of Transportation or the State of Maryland or any local governing body designated as a hazardous material.

(b) Signs. No advertisement, poster, sign or other informational material may be displayed upon any General or Limited Common Element or on or about any window, except as authorized by the Condominium Association or as permitted by Article IX hereof or permitted by Section 11-111.2 of the Condominium Act.

(c) Parking. No car, motorcycle, motor scooter, motorbike, moped or other motor vehicle or bicycle shall be parked or stored on or in any General or Limited Common Element, except (i) for parking areas provided for such purpose, if any. Except as otherwise provided in Article IX of the Condominium Declaration, no camper, boat, trailer, commercial vehicle or inoperative vehicle of any

kind shall be parked or stored on any parking area or other General or Limited Common Element. For the purposes hereof, (a) a "commercial vehicle" shall mean a vehicle which advertises a business or service and/or weighs 3/4 ton or more, and (b) a vehicle shall be deemed inoperable unless it contains (i) all parts and equipment, including properly inflated tires, in such good condition and repair as may be necessary for any person to drive the same on a public highway, and (ii) a current license plate and a current registration sticker, if applicable. No motor vehicle shall be washed, rinsed, waxed or repaired within the Condominium.

(d) Compliance with Condominium Documents and Laws. All Unit Owners, Tenants and residents of the Units shall comply with all terms, conditions, restrictions and provisions of the Condominium Documents. Furthermore, no noxious trade or activity shall be carried on within the Condominium, nor shall anything be done within the Condominium which may be or become (i) a violation of any health, fire, police, or other governmental law, rule or regulation, including, without limitation, the National Flood Insurance Act of 1968 and any regulations adopted thereunder, or (ii) a nuisance or annoyance to the Owners of the Condominium or adjacent neighborhoods. Any violation of any law, order, rule, regulation or requirement of any governmental authority or agency, or of any term, condition, restriction or provision of the Condominium Documents, shall be remedied by and at the sole cost and expense of the Unit Owner(s) and/or Tenant(s) who are responsible for such violation.

(e) Noise. No noise which is disturbing to the residents of the Condominium shall be made within the Condominium, and nothing shall be done or permitted to be done in or about the Common Elements or any Unit that interferes with, obstructs or violates the rights, reasonable comforts or convenience of the Unit Owners, Tenants or residents of the Condominium.

(f) Fire and Environmental. Nothing shall be kept in any Unit or Limited Common Element which may in any way increase the rate of fire insurance on the Buildings within the Condominium beyond the rate established therefore when and as used for the purposes permitted under this Condominium Declaration and the By-Laws; and further, nothing shall be done or permitted to be done that will conflict with any fire, law, rule or regulation; specifically, but not by way of limitation, no fuel, solvent, or other reactive (including explosive), ignitable, corrosive or toxic material or substance shall be kept in any Unit or Limited Common Element. No hazardous material, hazardous waste, or hazardous or toxic substance, as such terms are defined from time to time under federal, state and local environmental laws, shall be disposed of on any General or Limited Common Element or through any sanitary or storm sewer system within the Condominium. Storage, disposal, and transportation of all hazardous materials, hazardous waste, and hazardous or toxic substances from any Unit or the Common Elements shall comply with all applicable federal, state and local laws and regulations. If any Unit Owner and/or Tenant violates this paragraph, such Unit Owner and/or Tenant, as applicable, shall indemnify and save harmless every other Unit Owner and Tenant and the Condominium Association from any and all damages, losses, fines, penalties, clean up costs, and other expenses (including, but not limited to, reasonable attorney's fees) arising from such violation.



\* (g) Animals. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within the Unit and upon any Common Element; except that this shall not prohibit the keeping of two (2) dogs, or two (2) cats or two (2) caged birds (or in combination thereof), as domestic pets in a Unit, provided that they are not kept, bred or maintained for commercial purposes, and provided further that the keeping of such dog(s), cat(s) or caged birds will not constitute such type of noxious or offensive activity as covered in Article X (d) herein. All dogs must be kept inside their respective Owner's Unit and may be walked on the General Common Elements only on a leash and any and all applicable laws shall be complied with at all times. Notwithstanding the foregoing, the Condominium Board may make reasonable modifications to the limitation described above on the number and size of such household pets to the extent such modifications are necessary under the Federal Fair Housing Act (as heretofore and hereafter amended) or otherwise appropriate to afford a handicapped person equal opportunity to use and enjoy a Unit and the Common Elements appurtenant thereto.

(h) Use of Common Areas. The common halls, stairways, elevators, walkways, and parking areas shall be used for ingress and egress only, and no one shall be permitted to play therein or thereon, nor shall same be used in any manner for picnicking or cooking, or for permanent or temporary storage of any article of personal property, or of any bottles, trash or garbage, nor shall any of the foregoing ever be permitted to remain or stand in the common halls, or on the stairways, elevators, walkways or parking areas. No grill or other cooking apparatus shall be operated or stored on any patio or balcony. No personal property, other than customary outdoor furniture (excluding umbrellas) and not more than two planters, shall be left overnight on any patio or balcony. Lawns and landscaped areas shall not be used for sunbathing, picnicking, play, or similar purposes. No metal storage container shall be brought, used or stored upon the Common Areas by the Condominium Association or by any Unit Owner, Tenant or resident, except for trash cans and/or trash dumpsters approved by the Condominium Association for the temporary storage of trash between regularly scheduled trash pickups.

(i) Electricity. No portion of the Common Elements shall be in any manner defaced, nor shall same be utilized for the making of connections of any sort for radio, television, or other devices or equipment of any kind, all of which connections are specifically prohibited, except to the ordinary electric outlets furnished within Units and Limited Common Elements, and except additional electric outlets which may be installed with the consent of the Condominium Board or architectural committee. Further, the Common Elements shall be used only for the purposes for which same were installed and none of said Common Elements shall be loaded or taxed beyond the capacity for which designed.

(j) Vermin, Insects or Other Pests. No vermin, insects, or other pests shall be allowed to remain in any Unit or Limited Common Element, nor shall any such Unit or Limited Common Element be permitted to remain in an unclean or unsanitary condition. In order to assure compliance with this subparagraph, the Condominium Board, its agents, servants, employees and contractors may enter any Unit or Limited Common Element at any reasonable hour of the day, after written notice of at least ten (10) days, for the purpose of inspecting such Unit or Limited Common Element (and any General Common Element accessible from said Unit or Limited Common Element) for the

presence of any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

(k) Bottles, Trash or Garbage. No bottles, trash or garbage shall be discarded or temporarily or permanently stored upon any Common Element, except in the disposal facilities provided for such purpose.

(l) Articles Hung from Property. No clothing, curtain, rug, towel, or other article shall be shaken from or on, or thrown from, any window, door, patio, balcony, or General Common Element. Nothing shall be placed on or hung from any outside window, door, patio or balcony sill, ledge, or railing, except for planters, hanging plants, seasonable decorations or similar decorative items, all of which may be subject to further rules and regulations enacted by the Condominium Board regarding their placement and use.

(m) Antennae. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on or about the Unit (including on the patio or balcony of such Unit), except on the following terms:

(i) An Owner may install, maintain and use on or about its Unit or patio or balcony, one (or, if approved, more than one) Small Antenna (as hereinafter defined) in an inconspicuous location, where the Small Antenna is screened from view from other Units in such a manner as is approved by the Architectural Committee, if any, of the Condominium Association, and if none, then by the Condominium Board, in accordance with Article XIII, Section 4 of the By-Laws. Notwithstanding the foregoing terms of this subsection, (a) if the requirement that a Small Antenna installed on or about a Unit or patio/balcony be placed in an inconspicuous location would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location for said Unit where such installation, maintenance or use would not be impaired, and (b) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on or about a Unit would result in any such impairment, then such Owner may install additional Small Antennae as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

(ii) In determining whether to grant any approval pursuant to this Section, neither the architectural committee nor the Condominium Board shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

(iii) As used herein, (a) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (b) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.



## ARTICLE XI. GENERAL PROVISIONS

(a) Condominium By-Laws Amendments. The administration of the Condominium shall be governed by the Condominium By-Laws. Except as otherwise provided in the Condominium By-Laws, the Condominium By-Laws shall not be amended without the affirmative vote of Unit Owners having at least sixty-six and two-thirds percent (66 2/3%) of the votes appurtenant to all Units, and any amendment to the Condominium By-Laws involving any "Material Change", as said term is defined below, shall also require the affirmative vote of at least fifty-one percent (51%) of the Eligible Mortgagees, each such Eligible Mortgagee to have the number of votes appurtenant to the Unit or Units upon which it holds a Mortgage or Mortgages. The term "Material Change" shall include a change to any of the following provisions:

- (i) voting rights;
- (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of assessment liens (except for an allocation of the costs of utility services in Subsequent Phases on the basis of usage, pursuant to Subparagraph (c)(ii) of Article IV hereof, and/or an allocation of the costs of cleaning, maintaining, repairing and/or replacing Limited Common Elements in Subsequent Phases to the Unit Owner(s) having the exclusive right to use such Limited Common Elements, pursuant to Subparagraph (c)(ii) of Article IV hereof);
- (iii) reductions in reserves for maintenance, repair and replacement of Common Elements;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the General or Limited Common Elements, or rights to their use (except in connection with the expansion of the Condominium pursuant to Article VIII hereof, the failure to rebuild a Unit following a casualty pursuant to paragraph (c) of this Article XI, or in connection with the condemnation of part of the Condominium pursuant to paragraph (e) of this Article XI, of the right to use the various Common Elements in each Subsequent Phase added to the Condominium by the Condominium Developer, and any reallocation of the right to use a Limited Common Element which is affected pursuant to Section 11- 108(b) of the Condominium Act);
- (vi) redefinition of any Unit boundaries;
- (vii) convertibility of Units into Common Elements or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium (except for the expansion of the Condominium pursuant to Article VIII hereof);
- (ix) insurance or fidelity bond requirements;
- (x) imposition of any restrictions on the leasing of Units;

- Unit;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his
  - (xii) a decision by the Condominium Association to establish self-management if professional management had been required previously by the Condominium Documents or by an Eligible Mortgagee;
  - (xiii) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
  - (xiv) any provisions that expressly benefit Mortgage holders, insurers or guarantors;
  - (xv) termination of the Condominium regime pursuant to paragraph (f) of this
- Article XI

If a proposed amendment of the Condominium By-Laws involves any change described in items (i) through (xv) above, each Eligible Mortgagee who fails to submit to the Condominium Association a written response to the proposed amendment within sixty (60) days after the Eligible Mortgagee is given written notice (by certified or registered mail, return receipt requested) of the proposed amendment shall be deemed to have judged all changes resulting from the proposed amendment to be immaterial, and to have cast an affirmative vote with respect to the proposed amendment.

(b) Declaration and Condominium Plat Amendments.

(i) Except for those matters as to which the Condominium Act permits an amendment to this Declaration or the Condominium Plat by the Condominium Association without the express approval of its members (including, but not limited to, the reallocation of percentage interests and voting rights as provided in Paragraph (c) of this Article XI in connection with a failure to rebuild a Unit following a casualty or as provided in Paragraph (e) of this Article XI in connection with a condemnation of part of the Condominium), and except as otherwise provided in Article VIII hereof with respect to the expansion of the Condominium, amendments to this Declaration and the Condominium Plat shall be governed as follows:

(A) Except as provided in item (B) below, neither this Declaration nor the Condominium Plat shall be amended without the written consent of Unit Owners having at least eighty percent (80%) of the votes appurtenant to all Units and the affirmative vote of at least sixty-six and two-thirds percent (66 2/3%) of the Eligible Mortgagees, each such Eligible Mortgagee to have the number of votes appurtenant to the Unit or Units upon which it holds a Mortgage or Mortgages, and no amendment adopted pursuant to this item (A) shall take effect until an appropriate written instrument is recorded in the Land Records of Harford County, Maryland, which instrument shall be executed by the Unit Owners and Eligible Mortgagees whose approval was required for the adoption of such amendment.



so as to change: (B) Neither this Declaration nor the Condominium Plat shall be amended

- (1) the boundaries of any Unit,
- (2) the undivided percentage interest of any Unit Owner in the Common Elements,
- (3) the percentage interest of any Unit Owner in the Common Profits and Common Expenses,
- (4) the number of votes in the Condominium Association appurtenant to any Unit,
- (5) residential Units to non-residential Units, or non-residential Units to residential Units,
- (6) General Common Elements to Limited Common Elements, or Limited Common Elements to General Common Elements,
- (7) any right of any Unit Owner pertaining to the use of any Limited Common Element appurtenant to his Unit,

without the written consent of every Unit Owner and Mortgagee, and no amendment adopted pursuant to this item (B) shall take effect until an appropriate written instrument is recorded among the Land Records of Harford County, Maryland, which instrument shall be executed by every Unit Owner and Mortgagee.

(ii) Furthermore, this Declaration, the Condominium By-Laws and the Condominium Plat shall not be amended so as to change:

(A) any right reserved for the benefit of, or any obligation imposed upon the Condominium Developer, which rights include, but are not limited to, the Condominium Developer's right to expand the Condominium as provided in Article VIII hereof, and the Condominium Developer's right to develop, market and manage the Condominium Land, as provided in Article IX hereof,

(B) any provision required by any governmental authority, or

(C) any provision provided for the benefit of any public utility, without the written consent of the Condominium Developer, such governmental authority or such public utility, as applicable, and no such amendment shall take effect until an appropriate written instrument is recorded among the Land Records of Harford County, which instrument shall be executed by the

Condominium Developer, such governmental authority or such public utility, as applicable.

(c) Failure to Rebuild Units. If the Unit Owners decide pursuant to the Condominium By-Laws not to rebuild one or more Units following a fire or other casualty, but the condominium regime is not terminated, then:

(i) the percentage interests (in the Common Elements and the Common Profits and Common Expenses) appurtenant to each damaged or destroyed Unit which is not rebuilt shall be divested from the Unit and reallocated among the remaining Units in proportion to the percentage interests appurtenant to said remaining Units immediately prior to the damage or destruction;

(ii) the votes appurtenant to each damaged or destroyed Unit which is not rebuilt shall be divested from said Unit and shall not be reallocated among the remaining Units; and

(iii) the Condominium Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the new arrangement of percentage interests and votes as above provided.

(d) Destruction or Damage. Notwithstanding any other provision of this Declaration to the contrary, if the Condominium is destroyed or damaged to the extent of at least two-thirds (2/3) of its then replacement cost, the Condominium may be terminated by the agreement of Unit Owners having at least eighty percent (80%) of the votes appurtenant to all Units. Upon such termination, the property shall be sold and the net proceeds of sale and the net proceeds of insurance shall be combined into one fund, which shall be distributed among all the Unit Owners in accordance with their respective undivided interests in the property as tenants in common, as determined pursuant to Paragraph (g) of this Article XI.

(e) Condemnation. The Condominium Association shall represent the Unit Owners in any condemnation proceeding (for the purposes of this Declaration, a condemnation includes any sale in settlement of a pending or threatened condemnation) to the extent said condemnation pertains to all or any part of the General Common Elements, except that each Unit Owner shall be entitled to assert a separate claim for the consequential damages to his Unit resulting from said condemnation. Any award made in connection with the Condemnation of all or any part of the Condominium, including net proceeds of any sale in settlement of a condemnation proceeding, shall be allocated among the Unit Owners as follows: (i) each Unit Owner shall be entitled to the entire amount of the award attributable to the taking of all or part of his Unit and for the consequential damages to said Unit resulting from said condemnation; (ii) any award attributable to the taking of General Common Elements shall be allocated among all Unit Owners in proportion to their respective percentage interests in the Common Elements. All such awards shall be payable to the Condominium Association, which shall distribute the amount(s) allocated to each Unit Owner pursuant to the preceding sentence in accordance with the priority of interests in his Unit, to the end and intent that all Mortgages and other liens on such Unit shall first be paid out of the award allocated to such Unit Owner, all in the order in which same appear. The Condominium Association shall not be obligated to replace property taken, but promptly shall undertake to restore the remaining property within the



Condominium to a safe and habitable condition. The cost of such restoration shall be a Common Expense. Following the taking of all or part of any Unit, the percentage interests (in the Common Elements and in the Common Profits and Common Expenses) appurtenant to said Unit shall be reduced in the same proportion as the amount of floor area of said Unit so taken bears to the floor area of said Unit immediately prior to the taking, except that if the taking specifically includes part or all of the percentage interests appurtenant to said Unit, the taking authority shall have the portion of said percentage interests which is so taken, and the Owner of said Unit shall retain the portion of said percentage interests which is not so taken. To the extent that the total percentage interests appurtenant to a Unit are reduced as above provided, rather than being split between the taking authority and the Unit Owner, the severed percentage interests shall be reallocated among the remaining Units in proportion to the percentage interests appurtenant to such Units immediately prior to the taking. Following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit shall terminate, except, in such case, that if the taking specifically includes part or all of the votes appurtenant to a Unit, the taking authority shall have the portion of the votes so taken, and the Unit Owner of the Unit taken shall retain the portion of the votes which is not so taken. If the votes appurtenant to a Unit are terminated said votes shall not be reallocated among the remaining Units. Promptly after the taking is effected, the Condominium Association shall prepare, execute and record an amendment to this Declaration reflecting the new arrangement of percentage interests and votes as above provided.

Notwithstanding any other provision of this Declaration, if at least two-thirds (2/3) of the fair market value of the Condominium is taken under the power of eminent domain, the Condominium may be terminated by the agreement of Unit Owners having at least eighty percent (80%) of the total number of votes appurtenant to all Units. Upon such termination, (i) the award made in connection with the taking shall be distributed among the Unit Owners in the manner provided in this Paragraph (e) for the allocation of taking awards, if such award has not already been so distributed, (ii) the percentage interests and votes appurtenant to the Units taken in whole or in part shall be allocated in the manner provided in this Paragraph (e) for the allocation of percentage interests and votes appurtenant to Units so taken, and (iii) the Unit Owner of each Unit remaining a part of the Condominium after the taking shall own, as a tenant in common, until the property not taken is sold, an undivided interest in said property determined, to the extent permitted by law, as follows: Based upon fair market values in effect immediately prior to the termination of the regime, such undivided interest shall equal a fraction, the numerator of which is the sum of the fair market value of the portion of his Unit not taken, plus the fair market value of his right to use the Limited Common Elements appurtenant to his Unit which were not taken, plus his share based on his percentage interest in the Common Elements (adjusted as above provided, if appropriate, on account of the taking), of the fair market value of the General Common Elements not taken, and the denominator of which is the sum of the fair market values of all Units, Limited Common Elements and General Common Elements not taken, provided, however, that if any Unit or any General or Limited Common Element has been damaged or destroyed by fire or other casualty prior to said termination, an estimate of the fair market value of such Unit or General Common Element, or of the right to use such Limited Common Element, immediately prior to such damage or destruction shall be used, and further provided that if no such estimate can reasonably be made in the opinion of the appraiser(s)



with respect to any such Unit or General or Limited Common Element, then each Unit Owner's undivided interest in the property not taken shall equal his percentage interest in the Common Elements immediately prior to said termination adjusted as above provided, if appropriate, on account of the taking.

(f) Termination. Except as otherwise provided in Paragraphs (d) and (e) of this Article XI, the Condominium shall not be terminated without the consent of Unit Owners having one hundred percent (100%) of the total number of votes appurtenant to all Units. No termination implemented pursuant to Paragraphs (d), (e) or (f) of this Article XI shall take effect until an appropriate written instrument executed by Unit Owners having the requisite percentage of the votes appurtenant to all Units is recorded among said Land Records.

(g) Ownership upon Termination. Upon any termination of the condominium regime, except for a termination implemented after a taking under the power of eminent domain as provided in Paragraph (c) of this Article XI, each Unit Owner shall own, as a tenant in common, from the time the Condominium is terminated until the time the property which constituted the Condominium is sold, an undivided interest in such property determined, to the extent permitted by law, as follows: Based upon fair market values in effect immediately prior to the termination of the regime, such undivided interest shall equal a fraction, the numerator of which is the sum of the fair market value of his Unit, plus the fair market value of his right to use the Limited Common Elements appurtenant to his Unit, plus his share, based upon his percentage interest in the Common Elements, of the fair market value of the General Common Elements, and the denominator of which is the sum of the fair market values of all Units, Limited Common Elements and General Common Elements, provided, however, that if any Unit or any General or Limited Common Element has been damaged or destroyed by fire or other casualty prior to said termination, an estimate of the fair market value of such Unit or General Common Element, or of such damage or destruction shall be used, and further provided that if no such estimate can reasonably be made in the opinion of the appraiser(s) with respect to any such Unit or General or Limited Common Element, then each Unit Owner's undivided interest in the property which constituted the Condominium shall equal his percentage interest in the Common Elements immediately prior to said termination.

(h) Rights and Procedures Upon Termination. Upon any termination of the condominium regime:

(i) The fair market value of the Units and Common Elements shall be determined by an independent appraiser selected by the Condominium Association. The decision of the appraiser shall be distributed to each Unit Owner and shall become final unless Unit Owners having at least twenty-five percent (25%) of the total number of votes appurtenant to all Units disapprove such decision by written notice to the Condominium Association within thirty (30) days after said distribution. If such decision is disapproved, the Unit Owners submitting such notices of disapproval shall, as a group, by majority vote, select a second independent appraiser within fourteen (14) days after the Condominium Association notifies all Unit Owners in writing of such disapproval, and the original appraiser and the second appraiser shall select a third appraiser within seven (7) days after the selection of the second appraiser. If the Owners disapproving the decision of the original appraiser fail to select an appraiser within the time specified, or if the two appraisers fail



to agree upon a third appraiser within the time specified, the one or two designated appraisers, as the case may be, shall request the then Chief Judge of the Circuit Court for Harford County to designate an appraiser or appraisers so that there will be three appraisers. A decision of the majority of the appraisers as to all fair market value required to be determined pursuant to this Article XI shall be final, conclusive and binding upon all parties. Each decision submitted by one or more appraisers to the Condominium Association shall be in writing, signed by the appraiser(s) making same, and shall briefly state the grounds of each determination of fair market value. The cost of the appraiser(s) shall be allocated among the Unit Owners in proportion to their respective percentage interests in the Common Elements of the Condominium.

(ii) So long as the tenancy in common exists, each Unit Owner and his successors in interest shall have the exclusive right to occupy the portion of the property that formerly constituted his Unit, and shall retain all rights which he had immediately prior to the termination of the Condominium with respect to those portions of the property that formerly constituted Limited Common Elements.

(iii) Each Unit Owner's share of any proceeds, including, without limitation, sales proceeds, insurance proceeds and taking awards, distributed to the Unit Owners upon or in connection with the termination of the Condominium shall be distributed in accordance with the priority of interests in such Unit, to the end and intent that all Mortgages and other liens on such Unit shall first be paid out of the proceeds payable to such Unit Owner, all in the order in which same appear.

(i) No Waiver. The failure of the Condominium Association, the Condominium Board or the Manager, or any Unit Owner, in any one or more instances, to enforce or otherwise insist upon the strict performance of any restriction, condition, obligation or provision of any Condominium Document, or the failure of any such party to exercise any right, shall not be construed as a waiver or relinquishment for the future, whether in the same or in any other instance, of the benefit of such restriction, condition, obligation, provision or right, but the same shall remain in full force and effect unless expressly waived in writing.

(j) Enforceability. The terms, conditions, restrictions and provisions of this Declaration and the Condominium By-Laws shall be binding upon the Condominium Developer, its successors and assigns, all as part of a general plan or scheme for development of the Condominium, and all said terms, conditions, restrictions and provisions shall be held and construed to run with and bind the property, each Unit thereon, and all subsequent Unit Owners of the Units, except as otherwise expressly set forth in this Declaration or the Condominium By-Laws. All of said terms, conditions, restrictions and provisions shall inure to the benefit of and be enforceable by the Condominium Developer, its successors and assigns, and by any person or party then owning or having any recorded interest or estate in any Unit, against anyone violating or attempting to violate any of such terms, conditions, restrictions or provisions, provided, however, that, except as otherwise expressly provided herein, all rights reserved by and for the benefit of the Condominium Developer under this Declaration and the Condominium By-Laws shall be exercisable and enforceable only by the Condominium Developer, its successors, and any assignee to whom the Condominium Developer

specifically assigns such rights in writing.

(k) Relationships. Nothing contained in this Declaration or the Condominium By-Laws shall be deemed or construed by any Unit Owner, nor by any third party, as creating the relationship of principal and agent, partnership or joint venture between the Unit Owners or any of them. Further, no provisions contained in this Declaration or the Condominium By-Laws shall be deemed to create any relationship between any Unit Owners other than the relationship expressly created under a condominium regime, nor to confer upon a Unit Owner any interest in any other Unit Owner's Unit, nor to create any responsibility whatsoever on a Unit Owner for any debt, liability or obligation of any other Unit Owner.

(l) Severability. If any term, condition, restriction or provision of this Declaration or the application thereof to any person or circumstance shall, at any time or to any extent, be held to be invalid or unenforceable, the validity and enforceability of the remainder of this Declaration, or the application of such term, condition, restriction or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, restriction and provision of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

(m) Conflicts. In the event of any conflict among the provisions of this Declaration, the Condominium Plat or the Condominium By-Laws, the provisions of each shall control in the succession hereinbefore listed in this Paragraph (m), commencing with this Declaration.

(n) Miscellaneous Provisions. No change of conditions or circumstances shall operate to terminate or modify any of the provisions of this Declaration. No provision of this Declaration nor the application thereof to any Unit, Unit Owner or other person or entity in one or more instances shall be deemed waived by the Condominium Developer or the Condominium Association, except by a written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. No reliance upon or waiver of one or more such provisions shall constitute a waiver of any other such provision. As used herein, each gender shall include all other genders, and the singular shall include the plural, and vice versa. All headings of the articles and paragraphs herein are for the purpose of reference only and shall not be deemed to limit, modify or otherwise affect any of the provisions hereof.

(o) Mortgages.

(i) Each Unit Owner who conveys his Unit by way of any Mortgage shall give written notice thereof to the Condominium Board, setting forth the name and address of his Mortgagee. The Condominium Board shall maintain all such Mortgage information in a book or other record designated "Mortgage Book". The Condominium Board shall also include in the Mortgage Book the name and address of any holder, insurer or guarantor of a Mortgage who furnishes to the Condominium Association a written notice stating the name and address of such holder, insurer or guarantor and the Unit number and address of the Unit subjected to the Mortgage of such holder, insurer or guarantor (the "Mortgaged Unit").