

## 1400 LANCASTER CONDOMINIUM

DECLARATION

THIS DECLARATION, made as of this 16<sup>th</sup> day of May, 2005, by 1400 LANCASTER LLC, a Maryland limited liability company having an address 2401 York Road, Timonium, Maryland 21093 (hereinafter referred to as the "Developer"),

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

WHEREAS the Developer intends to construct a residential condominium building containing a total of forty-eight (48) dwelling units and a parking garage and the appurtenances thereto; and

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

NOW, THEREFORE, the Developer does hereby subject to a regime established under the provisions of the Maryland Condominium Act, all of that tract of land, situated and lying in Baltimore City, which is described in Exhibit A hereto, such property being shown on those certain plats collectively entitled "1400 LANCASTER CONDOMINIUM" dated June 17, 2005, prepared by STV Incorporated and intended to be recorded among the Land Records of the said City simultaneously with the recordation thereamong of this Declaration,

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

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

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

## ARTICLE I. DEFINITIONS.

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

(1) "Act" shall mean the statutes entitled "The Maryland Condominium Act" codified as Title 11 of the Real Property Article of the Code, as from time to time amended.

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

(3) "Balcony Limited Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.2.

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

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

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

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

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

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

(10) "Condominium" shall have the meaning given to it hereinabove.

(11) "Condominium Plat" shall mean, collectively, those plats hereinabove referred to, together with any amendatory plats thereto.

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

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

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

(15) "Developer" shall mean 1400 Lancaster LLC and each person or persons to whom such named person or any other person who is the Developer expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of Section 11.2 hereof.

(16) "Eligible Mortgagee" shall mean a Mortgagee who has requested the Council to notify it on any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

(17) "General Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.3.

(18) "Limited Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.2.

(19) "Model Unit" initially means Unit #303, but the Developer reserves the right from time to time to change the Model Unit or to add additional model units.

(20) "Mortgage" shall mean any mortgage or deed of trust encumbering any Unit, and any other security instrument used from time to time in the locality of the Condominium, provided that such mortgage, deed of trust or other form of security instrument has been recorded among the Land Records of Baltimore City, Maryland.

(21) "Mortgagee" shall mean the party secured by a Mortgage and any private, public or quasi-public entity guaranteeing or insuring any Mortgage.

(22) "Mortgagee in Possession" shall mean any person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such person, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either as the result of a foreclosure proceeding under a Mortgage, or in lieu of such foreclosure proceeding.

(23) "Parking Limited Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.2.

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

(25) "Plans" shall have the meaning ascribed to it by the provision of Section 7.2.1.

(26) "Rules and Regulations" shall mean the rules and regulations from time to time adopted by the Council pursuant to the By-Laws, as from time to time in effect.

(27) "Storage Space Limited Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.2.

(28) "Structure" means any thing or device, the placement of which upon any Unit or Common Element might affect the physical appearance thereof (including, by way of

example rather than of limitation, any hot tub, satellite dish, antennae, awning, wall, addition, alteration, or sunroom).

(29) "Terrace Limited Common Elements" shall have the meaning ascribed to it in Section 3.3.2.

(30) "Unit" shall have the meaning ascribed to it by the provisions of Section 3.2.

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

(32) "Votes" shall mean the votes which under the provisions of Section 5.3 hereof, the Unit Owners are entitled to cast in their capacities as such at meetings of the Council.

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

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

## ARTICLE II. NAME.

The Condominium shall be known as "1400 LANCASTER CONDOMINIUM".

## ARTICLE III. UNITS AND COMMON ELEMENTS.

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

3.2. Units.

3.2.1. The Condominium shall contain forty-eight (48) Units.

3.2.2. The location within the Condominium, and the dimensions, of each Unit are shown on the Condominium Plat and are more particularly defined by the provisions of this Article III.

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

3.2.4. Except as may be otherwise provided herein, each 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:

(A) the stud side of the drywall of the vertical perimetrical walls enclosing such Unit; and

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

(ii) with respect to the upper horizontal limit, the lower surface of the concrete slab; and

(iii) with respect to the lower horizontal limit, the upper surface of the concrete slab;

(iv) as to each Unit located on more than one level, the stairway and/or corridor connecting those levels shall be a part of such Unit, such stairway and/or corridor being defined by paragraphs (i), (ii) and (iii) above; and

(b) Any circuit breaker panel, electrical meter, and any and all electrical installations and fixtures (including, by way of example rather than of limitation, any and all outlets, meters, switches, lampholders or other electrical or gas service terminals, wherever located, including any lighting or electrical fixtures serving appurtenant Balcony Limited Common Elements or Terrace Limited Common Elements) 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 located outside such Unit which is designed, designated or installed to serve only that Unit, and all of their controls and control wiring.