



913 RIDGEBROOK ROAD CONDOMINIUM

DECLARATION

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EXHIBITS

- Exhibit A - Description of the Condominium
- Exhibit B - Schedule of Percentage Interests
- Exhibit C - Initial Form of By-Laws

913 RIDGEBROOK ROAD CONDOMINIUM

DECLARATION

THIS DECLARATION, made this 15th day of JULY, 2004, by HIGHLANDS PARK LLC, a limited liability company organized and existing under the law of Maryland having an address at 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 in Baltimore County, Maryland, which is hereinafter described, and the improvements thereon consisting of a three (3) story office building and the appurtenances thereto; and

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

NOW, THEREFORE, the Developer hereby declares the Developer's intent to subject, and hereby subjects, to a regime established under the provisions of title 11 of the Real Property Article of the Annotated Code of Maryland, all of that parcel of land in the said County which is described in Exhibit A attached hereto and shown on those certain plats collectively entitled "913 Ridgebrook Road Condominium" dated JULY, 2005, labeled as Sheets 1 through 5, and intended to be recorded among the Land Records of the said County 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 any and all instruments recorded among the said Land Records before the recordation thereamong of this Declaration,

UPON THE TERMS AND SUBJECT TO THE CONDITIONS which are hereinafter set forth:

Section 1. Definitions.

1.1. As used in the provisions of this Declaration, the following terms have the following meanings:

1.1.1. "Assessment" means an amount assessed by the Council against a Unit Owner with respect to a Unit, pursuant to the provisions of Section 5.5.

1.1.2. "Board of Directors" means the board of directors of the Council.

1.1.3. "By-Laws" means those by-laws, the initial form of which is referred to in the provisions of Section 5.1, as from time to time amended.

1.1.4. "Code" means the Annotated Code of Maryland (in each instance of reference whichever edition contains the most recent codification of the statute to which reference is made), as from time to time amended.

1.1.5. "Common Elements" has the meaning given it by the provisions of Section 3.

1.1.6. "Common Expenses" means the aggregate of (a) any and all expenses incurred by the Council in the exercise of the rights and powers, and in the discharge of the duties, vested in, exercisable by or imposed upon the Council under the Condominium Act, this Declaration or the By-Laws, and (b) any and all amounts which the Council resolves to deposit in a reserve fund pursuant to the By-Laws.

1.1.7. "Common Profits" means, for the period in question, the amount, if any, by which the Council Receipts for such period exceed the Common Expenses for such period.

1.1.8. "Condominium" has the meaning given it hereinabove.

1.1.9. "Condominium Act" means the statute entitled "Maryland Condominium Act" and codified as Title 11 of the Real Property Article of the Code.

1.1.10. "Condominium Plat" means, collectively, those plats, as aforesaid, together with any amendatory plat thereto which at any time hereafter has become effective pursuant to the provisions of the Condominium Act, this Declaration and the By-Laws.

1.1.11. "Condominium Regime" means the condominium regime to which, pursuant to the provisions of Section 11-102 of the Condominium Act, all of the land, improvements thereon and appurtenances thereto which from time to time collectively constitute the Condominium are subjected by the recordation among the Land Records of this Declaration, the By-Laws and the Condominium Plat, as from time to time amended.

1.1.12. "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.

1.1.13. "Contract Lien Act" means the statute entitled "Maryland Contract Lien Act" and codified as Title 14, Subtitle 2 of the Real Property Article of the Code.

1.1.14. "Council" means the entity referred to in the provision of Section 5.2.

1.1.15. "Council Receipts" means any and all monies beneficially received or derived

by the Council in any manner whatsoever, including, by way of example rather than of limitation, any and all income received by the Council (a) from leasing or licensing the use of either (i) any of the Common Elements on behalf of the Unit owners or (ii) any real or personal property or other assets owned by the Council, (b) as interest accrued upon an unpaid Assessment or derived from any other source, (c) as a dividend, or (d) through the payment to the Council of any or all of an Assessment.

1.1.16. "Cross-Easement Agreement" means that certain Declaration of Cross-Easements dated JULY 23, 2005 and recorded among the Land Records in Liber 21230, folio 70, benefitting and burdening the Condominium and certain adjoining property.

1.1.17. "Declaration" means this instrument, as from time to time amended.

1.1.18. "Developer" shall mean Highlands Park 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 10.2 hereof.

1.1.19. "General Assessment" has the meaning given it by the provisions of Section 5.5.

1.1.20. "General Common Elements" has the meaning given it by the provisions of Section 3.3.

1.1.21. "Land Records" means the Land Records of Baltimore County.

1.1.22. "Lessee" means any lessee or sublessee of a Unit from the Developer or another Unit Owner or person.

1.1.23. "Limited Common Elements" has the meaning given it by the provisions of Section 3.3.2.

1.1.24. "Membership" means, collectively, all of the Unit Owners in their capacities as members of the Council.

1.1.25. "Mortgage" means any mortgage or deed of trust encumbering any Unit, and any other security interest therein existing by virtue of any other form of security instrument or arrangement used from time to time in the locality of the Condominium, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Land Records.

1.1.26. "Mortgagee" means the person secured by a Mortgage.

1.1.27. "Mortgagee in Possession" means 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 through a foreclosure proceeding under a Mortgage securing such person and covering such Unit, or in lieu of such foreclosure proceeding.

1.1.28. "percentage interest in the Common Expenses and Common Profits" means that fraction of the Common Expenses and Common Profits which is appurtenant to a Unit and which the Unit Owner thereof shall have, all under the provisions of Section 11-107(b) of the Condominium Act and of Section 4.

1.1.29. "person" means any natural person, trustee, corporation, partnership or other legal entity.

1.1.30. "Rules and Regulations" means the rules and regulations adopted by the Council pursuant to the By-Laws, as from time to time in effect.

1.1.31. "undivided percentage interest in the Common Elements" means that undivided interest in the Common Elements which is appurtenant to a Unit and is owned by the Unit Owner thereof, all under the provisions of Section 11-107(a) of the Condominium Act and of Section 4.

1.1.32. "Unit" has the meaning given it by the provisions of Section 3.

1.1.33. "Unit Owner" means with respect to any unit 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 therein.

1.1.34. "Votes" mean the votes which, under the provisions of Section 11-109(c)(5) of the Condominium Act and of Section 5, the Unit Owners are entitled to cast in their capacities as such at meetings of the Membership.

1.1.35. "Water Meter Agreement" means the Master Water Meter Declaration of Covenants, Restrictions and Easements dated JULY 23, 2005 and recorded among the Land Records in Liber 21230, folio 61, benefitting and burdening the Condominium and certain adjoining property.

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

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

Section 2. Name. The Condominium shall be known as "913 Ridgebrook Road Condominium".

Section 3. 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 27 () Units, which is subject to change in accordance with subsection 3.2.6.

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.

3.2.3. Each Unit shall have and be known by a number and/or letter corresponding to the number and/or letter 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) as to unit boundaries shown on the Condominium Plat which constitute exterior walls, the inside surface of the brick veneer;

(B) as to unit boundaries shown on the Condominium Plat which constitute interior cinder block walls separating the Unit from elevator shafts and stairways, the center of such cinder block walls;

(C) as to unit boundaries shown on the Condominium Plat which constitute interior stud and drywall demising walls separating the Unit from other Units or from hallways constituting Common Elements, the center of such stud and drywall demising walls;

(D) as to unit boundaries shown on the Condominium Plat which do not correspond to any physical boundaries, an imaginary plane found by extending in a vertical direction the boundary line shown on the Condominium Plat from the lower boundary of the Unit to the upper boundary of the Unit; and

(E) 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, or the outermost door, set within such opening;

(ii) with respect to the upper horizontal limit, the lowermost surface of the corrugated pan floor located above the Unit; and

(iii) with respect to the lower horizontal limit, the uppermost unfinished surface of the concrete floor system.

(b) All windows and doors which are set within any of the said walls.

(c) Any circuit breaker panel installed therein, any and all electrical and telephone installations and fixtures (including, by way of example rather than of limitation, any and all outlets, switches, lampholders, electrical service terminals or telephone switching equipment, wherever located) which exist for the exclusive use of such space, and all wiring and conduit running from any such circuit breaker panel to any such installation or fixture.

(d) All heating, ventilating and air-conditioning equipment (including, but not limited to equipment for water heating), bath fans which exist for the exclusive use of such Unit, and all ducts, outlets, pipes and wiring, if any, connecting the same to any common exhaust duct, pipe or wire serving such space as well as other spaces within the Condominium.

(e) All bathroom plumbing fixtures, piping and connections which exist for the exclusive use of such Unit, including, by way of example rather than of limitation, all sinks, faucets, commodes, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such space as well as other spaces.

(f) All improvements, floor coverings, wall furnishings and all improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries such space as hereinabove set forth (excluding, however, any cinder block walls, insulation, sheathing or demising studs located within walls which form the boundaries of the Unit, all of which shall constitute Common Elements), as well as all improvements, fixtures and installations specifically designated by the provisions hereof as being part of such Unit, but not located within such boundaries.

3.2.5. Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon (a) any Unit Owner, by virtue of its status as such, or (b) any other person having any other interest in such Unit, by virtue of such interest, any interest in any other Unit.

3.2.6. Subdivision of Units.

Under the provisions of Section 11-107 of the Condominium Act, a Unit Owner is entitled to (i) grant by deed part of its Unit and incorporate it as part of another Unit, and (ii) subdivide

its Unit into two (2) or more Units, all upon the terms and subject to the conditions set forth therein, and without the consent of all of the Unit Owners, if an amendment to this Declaration is executed by the Unit Owners and Mortgagees of the Units involved and by the Council or its authorized designee. Without limiting the rights under such provisions of the Developer or any other person who is the Unit Owner of any such Unit, a portion of which is to be transferred or which is to be subdivided, as aforesaid, the Developer hereby reserves, for itself and each such Unit Owner, the right to transfer any one or more portions of any Unit of which it is the Unit Owner, and/or to subdivide any such Unit, all in accordance with the provisions of Section 11-107 of the Condominium Act, provided any such transfer or subdivision is in accordance with all applicable zoning, subdivision and building codes. The Developer hereby further reserves for itself and each Unit Owner the right, after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, to remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element all in accordance with the provisions of Section 11-115 of the Condominium Act, and all applicable zoning, building and subdivision codes. By the provisions of the By-Laws, the Board of Directors has been designated to be "the authorized designee" of the Council, for purposes of the provisions of Section 11-107 and Section 11-115 of the Condominium Act. Within ten (10) days after receiving a request by a Unit Owner pursuant to this Section 3.2.6, the Board of Directors shall execute and deliver any such amendment, or give its consent or take any other action called for in the provisions of such sections; provided, that if in connection with any such action any such Unit Owner proposes to alter or remove any structural partitions containing Common Elements, then such action shall, in addition, require (a) the delivery to the Board of Directors of copies of architectural plans for such action (which plans shall show that the structural integrity of the building will not be impaired, that no mechanical systems of the building will be impaired, and that no support of any portion of the Condominium will be lessened), and (b) the prior approval of such action by the Board of Directors, which approval (1) shall not unreasonably be withheld, and (2) shall be indicated on the amendment to the Declaration filed to effectuate such action. Notwithstanding the foregoing, the Developer shall be exempt from any requirement set forth in the provisions of this Section 3.2.6 for the delivery of architectural plans to or the prior approval of the Board of Directors before a Unit may be altered or subdivided.

3.3. Common Elements.

3.3.1. The Common Elements shall consist of all of the Condominium other than the Units, and shall be comprised of the Limited Common Elements and the General Common Elements.

3.3.2. Limited Common Elements.

(a) The Limited Common Elements shall consist of those of the Common Elements which, by the provisions of this Declaration (as this Declaration may be amended from time to time hereafter) or the Condominium Plat, are designated as such and as being reserved hereunder for the exclusive use of the Unit Owners of one or more, but less than all, of the Units. The right to the use of the Limited Common Elements shall be, and is hereby, so reserved and restricted to the respective such Unit Owner or Unit Owners in accordance with such designation.

(b) The Limited Common Elements shall be comprised of the "Lobby Limited Common Elements," which shall include those lobby and hallway areas on a floor of a building designated as such on the Condominium Plat, which shall be reserved for the exclusive use of the Unit Owners of the adjacent Units located on that floor.

3.3.3. General Common Elements. The General Common Elements shall consist of all of the Common Elements other than the Limited Common Elements. The easement rights benefitting the Condominium under the Cross-Easement Agreement shall constitute part of the Common Elements.

3.3.4. Ownership of Common Elements. The Common Elements shall be owned by all of the Unit Owners as tenants-in-common, each of which shall have that undivided percentage interest therein which is set forth in the provisions of Section 4.

3.4. Existing Physical Boundaries of Units and Common Elements. The existing physical boundaries of any Unit (as defined by the provisions of Section 3.2) or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries therefor as shown on the Condominium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether there (a) has occurred any shifting, settlement or lateral movement of the building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) is any minor variation between the boundaries therefor as shown on the Condominium Plat and such existing physical boundaries.

3.5. Encroachment. If any of the improvements within the Common Elements encroach upon any Unit, or if any of the improvements within a Unit encroach upon another Unit or the Common Elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any building or other improvement forming part of the Condominium which occurs for any reason (including, by way of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain) in accordance with the provisions of this Declaration, the By-Laws and applicable law, an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist.

Section 4. Percentage Interests.

4.1. General. Each Unit Owner, by virtue of its ownership of a Unit, shall own (a) an undivided percentage interest in the Common Elements, and (b) a percentage interest in the Common Expenses and Common Profits, each of which shall be determined in accordance with the provisions of this Section.

4.2. Percentage Interests Before Expansion.

4.2.1. Each Unit Owner's undivided percentage interest in the Common Elements shall equal the fraction thereof which is set forth with respect to his Unit in a schedule attached hereto as

Exhibit B; and

4.2.2. each Unit Owner's percentage interest in the Common Expenses and Common Profits shall equal the fraction thereof which is set forth with respect to his Unit in Exhibit B.

4.3. Characteristics of Percentage Interests. The percentage interests which are created by the foregoing provisions of this Section may not be separated from the respective Units to which they are appurtenant, shall have a permanent character, and shall not be changed unless and until:

4.3.1. each Unit Owner and each Mortgagee has consented thereto in writing (except where such change is made pursuant to the provisions of Section 11-107(d) of the Condominium Act), and

4.3.2. this Declaration has been amended to effect such change through the recordation of an appropriate amendatory instrument among the Land Records.

4.4. Relationship of Unit to Percentage Interests. Any instrument, matter, circumstance, action, occurrence or proceeding which in any manner affects a Unit shall also affect, in a like manner, the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits which are appurtenant to such Unit.

Section 5. By-Laws; Council of Unit Owners; Votes; Council Property; Assessments.

5.1. By-Laws. The Condominium's affairs shall be governed in accordance with the By-Laws, the initial form of which has been labeled (and is hereby designated) as Exhibit C, is to be recorded among the Land Records with the recordation there among of this Declaration, and may be amended from time to time in accordance with the provisions thereof, the Condominium Act and this Declaration.

5.2. Council of Unit Owners.

5.2.1. The Condominium's affairs shall be governed by The Council of Unit Owners of 913 Ridgebrook Road Condominium, Inc. (the "Council"), an entity which is both a council of unit owners organized and existing under the provisions of the Condominium Act and a non-stock corporation organized and existing under the law of Maryland.

5.2.2. The Council's membership shall be comprised of and limited to all of the Unit Owners.

5.2.3. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the By-Laws, its Articles of Incorporation or applicable law.

5.3. Votes.

5.3.1. Each Unit Owner of a Unit shall be entitled to cast one (1) Vote at meetings of the Council. The Votes which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from, the Unit Owner's Unit. Nothing in the foregoing provisions of this Section shall be deemed (i) to prohibit any Unit Owner from giving a proxy to cast such Votes to any person in accordance with the provisions and subject to the limitations of this Declaration and the By-Laws, or (ii) to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which a Unit Owner's exercise of such right may be conditioned upon his having furnished to the Council any information which he is required to furnish under any such provision.

5.3.2. The Votes which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from, its Unit. Nothing in the foregoing provisions of this Section shall be deemed to prohibit any Unit Owner from giving a proxy to cast such Votes to any person in accordance with the provisions of this Declaration and the By-Laws, or to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which either (a) a Unit Owner's right to cast such Votes may be suspended, or (b) its exercise of such right may be conditioned upon its having furnished to the Council any information which he is required to furnish under any such provision.

5.4. Council Property. Except for its ownership of a percentage interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of its status as such or as a member of the Council, have either (a) any right, title or interest in or to any of the Council's property or other assets including, without limitation, lobby furniture, plants, signage, or (b) any right to possess, use or enjoy any such property or other assets, other than as is expressly conferred upon it by the provisions of this Declaration, the By-Laws or applicable law, or by the Council.

5.5. Assessments. The Council may obtain funds to pay the Common Expenses from time to time by levying assessments (each of which is hereinafter referred to as an "Assessment") against the Unit Owners and their respective Units, all in the manner, upon the terms, for the purposes and subject to the conditions set forth in the provisions of the Condominium Act, this Declaration and the By-Laws. All Assessments shall be levied against the Unit Owners and their respective Units in proportion to their respective percentage interests in the Common Expenses and Common Profits. All such costs shall be considered Assessments with respect to such Units and shall be treated as Assessments for all purposes of this Declaration and the By-Laws

Section 6. Use of Units and Common Elements.

6.1. Conveyance or Dedication by Council of Easements or Other Rights in the Common Elements.

6.1.1. The Council may grant to any person an easement, right-of-way, license,

lease in excess of one (1) year or similar interest in the Common Elements, if and only if such grant is approved by the affirmative vote of Unit Owners holding in the aggregate at least sixty-six and two-thirds percent (66-2/3%) of the number of Votes held by all of the Unit Owners, and with the express written consent of the Mortgagees of those Units as to which the Unit Owners vote affirmatively.

6.1.2. Notwithstanding the foregoing, the Board of Directors may grant easements, rights-of-way, licenses, leases in excess of one (1) year or similar interests for the provision of utility services or communication systems for the exclusive benefit of Units within the Condominium, provided that such grant is first approved by the affirmative vote of a majority of the Directors and further provided that such grant is otherwise in compliance with all of the applicable requirements of Section 11-125(f) of the Condominium Act. Notwithstanding anything herein to the contrary, the Council, and/or the Board of Directors shall not have the right to grant any easement, right-of-way, license, lease in excess of one year or similar interest in any Lobby Limited Common Elements, without the prior written consent of each Unit Owner for whom the exclusive use of such Lobby Limited Common Elements is reserved and each of the Mortgagees of those Units owned by such Unit Owner.

6.1.3. Each Unit Owner, purchaser, heir, assignee or other transferee of or to the legal or beneficial title to, or any other interest in, any Unit shall be conclusively presumed, by his acceptance thereof, irrevocably to have appointed the Council to be his attorney-in-fact, with full and irrevocable power and authority (which shall be deemed and to be coupled with an interest), in the name of and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee or other transferee, to take any of the following actions:

(a) grant, convey or dedicate (i) to any one or more public or quasi-public governmental authorities or utility companies, any and all licenses, easements and/or rights-of-way in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any and all sanitary, sedimentary control or storm sewer lines, drains, culverts, ponds or pumping stations, water lines, mains, or pumping stations, electrical lines or cables, telephone or television lines or cables, gas lines or mains, and other similar facilities, for similar or other purposes, all as the Council considers appropriate for the provision of any utility or utility service to the Condominium and (ii) to Baltimore County or any other governmental body, any land then forming part of the Common Elements which is improved or to be improved by a roadway or sidewalk;

(b) convey the legal title to, or any interest in, any or all of the Common Elements to or at the direction of any governmental or quasi-governmental authority either (i) through the condemnation thereof or the exercise of any power of eminent domain with respect to the same, or (ii) under threat of such condemnation or exercise and in lieu thereof (after which grant, conveyance or dedication that portion of the Common Elements which is the subject of the same shall not form part of the Common Elements)

(c) grant easements, rights-of-way, licenses, leases in excess of one (1) year and other similar interests to the extent such grant is permitted under and has been approved in accordance with the provisions of Sections 6.1.1 and 6.1.2.

(d) grant to the Developer, an easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvement of the types enumerated in the provisions of Section 6.2.2.

(e) convey to Baltimore County or to the State of Maryland, any portion of the Common Elements which have been offered for dedication to such governmental body, without needing to obtain the approval of the Board of Directors or the Unit Owners. The Council shall, upon the request of the Developer, execute all necessary documents required to convey such portions of the Common Elements to Baltimore County or the State of Maryland, as applicable.

(f) execute, enseat, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, enseat, acknowledgment, delivery or recordation of which, in the name of, and on behalf of, the same is deemed appropriate by the Council in order to effectuate the provisions of this Section or to exercise any of such rights and powers.

6.1.4. Any instrument executed by the Council pursuant to the aforesaid power of attorney shall contain a certification that such instrument, or the transactions contemplated thereby have been approved by Unit Owners having the requisite number of votes to approve such instrument or transactions, if such instrument or transactions require such approval.

6.2. Easements Benefitting Units.

6.2.1. Support. Each Unit shall have the benefit of an easement for the lateral and vertical support of the improvements included within such Unit, which easement shall burden the Common Elements and each other Unit.

6.2.2. Certain Common Elements. Each Unit shall have the benefit of a non-exclusive easement for the use of:

(a) each main, duct, stack, raceway, wire, conduit, line, drain, pipe, meter or other device located within the Common Elements or another Unit and used in providing any utility or service to the first such Unit; and

(b) each street, sidewalk, corridor, garage, stairway, elevator, elevator shaft, ground floor lobby, entrance-way or other portion of the Common Elements which from time to time is part of either (i) the General Common Elements or (ii) those of the Limited Common Elements, the right to the exclusive use of which is reserved to the Unit Owner of such Unit (either alone or together with the Unit Owner of any one or more other Units)

6.2.3. Remaining Common Elements. Each Unit shall have the benefit of a non-exclusive easement for the use of the General Common Elements; provided that:

(a) such use is in accordance with applicable law and the provisions of this Declaration, the By-Laws, the Rules and Regulations.

(b) no person other than the Council may construct, reconstruct, alter or maintain any structure or make or create any excavation or fill upon, or remove any tree, shrub or other vegetation from, or otherwise damage, the General Common Elements; and

(c) no person shall without first obtaining the Council's consent do anything within the General Common Elements which will cause an increase in any premium paid by the Council for liability or other insurance with respect to the General Common Elements, or the cancellation of any such insurance.

6.2.4. Conveyance of Easement. The conveyance of the title to any Unit having the benefit or the burden of an easement created by any of the provisions of this Declaration shall constitute a conveyance of such benefit or burden, without the necessity of any reference thereto in any instrument by which such conveyance of title is made. No such benefit or burden may be conveyed other than with a conveyance of the title to such Unit.

6.3. Development Easements. The Developer shall have, and hereby reserves, perpetual non-exclusive easements in, over and through the Common Elements:

(a) for pedestrian and vehicular ingress and egress to and from each public roadway which at any time abuts the Condominium, from and to each Unit, even if not then a part of the Condominium, for access by (i) the Developer and its successors and assigns as owner of each respective Unit or other portion thereof, (ii) any contractor, subcontractor, real estate agent or broker utilized by the Developer, and (iii) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development or marketing of such respective Unit;

(b) for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities, to and from their respective points of connection with those respective public utility lines and facilities to which the same are to be connected, from and to each Unit for the benefit of (i) the Developer and its successors and assigns as owner of any Unit or other portion thereof, (ii) each resident or other occupant of such Unit or other portion, and (iii) their respective agents, employees, invitees, visitors and guests; and

(c) for the construction, installation, maintenance, repair and replacement of advertising signs, construction trailers and sales trailers by the Developer and for the storage of construction materials by the Developer anywhere on the Common Elements and for the use of any Unit owned by the Developer or any affiliate of the Developer as a model unit, sales office or management office, in connection with the sale, leasing, management, development and marketing of the Units in the

Condominium or any adjoining property owned by the Developer or any affiliate.

The benefit and burden of the easements created under this Section 6.3 shall terminate upon the latest to occur of (i) the completion of the construction of the improvements to be constructed by the Developer, and (ii) three (3) years after the last conveyance of record by the Developer to a person who, by virtue of such conveyance, is the Unit Owner of a Unit therein (and has not succeeded to the Developer's right, title and interest as the Developer under this Declaration).

6.4. Maintenance of Common Elements.

6.4.1. The Council shall regularly keep and maintain in good order and repair all of the General Common Elements (including, by way of example rather than of limitation, each street, walkway or utility line or facility which crosses any Unit and over which any other Unit has the benefit of an easement for ingress and egress, or for any utility or service, under the provisions of this Declaration), and, to the extent provided in Section 6.4.2(j), the Lobby Limited Common Elements. The Condominium shall be maintained at all times as a first class condominium office building.

6.4.2. Specific Services. As part of such obligation, the Council shall provide the following services:

- (a) heating/cooling and lighting of the interior lobbies of the building, at a minimum of five days per week on Monday - Friday from 7:00 a.m. until 7:00 p.m., however, the Council shall not be responsible for heating/cooling the Units;
- (b) daily (Monday-Friday) cleaning, sweeping and removal of trash from the General Common Elements located inside the office building, however, the Council shall not be responsible for cleaning, janitorial service or trash removal for the Units;
- (c) periodic maintenance and landscaping of any lawn or grassy areas in the Common Elements so as to be kept in a neat and attractive condition;
- (d) regular and prompt removal of snow and ice from the Common Elements, including the sidewalks, walkways and parking areas;
- (e) periodic cleaning and maintenance of the parking areas, including the painting or striping of parking spaces and the maintenance of signs designating those parking spaces constituting General Common Elements as being reserved for visitor parking and/or handicapped parking;
- (f) maintenance of service contracts on the elevators serving the office building. Elevator service shall be available twenty-four (24) hours a day;

(g) exterior washing of all windows (even if constituting part of a Unit) and the maintenance, repair and replacement of such windows;

(h) maintenance of all exterior signage for the condominium and the building directory located in the lobby of the office building;

(i) regular maintenance and cleaning of any storm drainage systems or storm water management systems located upon the Common Elements;

(j) regular cleaning and maintenance of and the provision of electrical and utility services for the Lobby Limited Common Elements, except as provided in Section 6.8.5; and

(k) prevention and correction of water penetration problems, whether through exterior windows, the exterior brick fascia or the roof of the building.

6.4.3. Right of Entry

(a) The Council, acting through the Board of Directors, its officers, or any manager of the Condominium, and their duly authorized representatives, may enter any Unit whenever such entry is reasonably necessary in order (i) to install, inspect, maintain, repair or replace any of the Common Elements to which access can reasonably be obtained only through such entry, or (ii) to maintain, repair or replace any portion of such Unit if such maintenance, repair or replacement are necessary to prevent injury or damage to any other Unit or to the Common Elements.

(b) Such right of entry shall be exercised only (i) during the hours of from 8:00 o'clock A.M. to 8:00 o'clock P.M., (ii) after the Board of Directors, any such officer or such manager, as the case may be, has given to the Unit Owner of such Unit at least five (5) days' written notice of the intention to exercise such right, and (iii) while such Unit Owner or its authorized representative is present; provided, that anything contained in the foregoing provisions of this Section to the contrary notwithstanding, in any emergency situation in which the satisfaction of all of such conditions would not be possible without unreasonably jeopardizing any or all of the Condominium or the health, safety, comfort or welfare of the occupants of any of the Units, such conditions need be satisfied only to the extent that such satisfaction is reasonably possible without so jeopardizing the Condominium or such occupants. Each Unit Owner shall provide the Council, or any manager of the Condominium, with a set of keys to the Unit for use in the event of an emergency.

6.4.4. Rights of Baltimore County, Maryland to Inspect and Maintain Stormwater Management Areas.

(a) Baltimore County, Maryland, is hereby granted the right and easement to enter onto any stormwater management facility or area within the Common Elements, at all reasonable times, for the purpose of inspecting the same and assuring that the stormwater management control area

and the structures and devices located therein are maintained in accordance with the standards prescribed by Baltimore County. If the Council shall fail to maintain the stormwater management area or the structures and devices located therein in the manner prescribed by such Section, and such failure shall continue following written notice to the Council by Baltimore County, Maryland, then Baltimore County, Maryland, shall thereafter have the right to enter on the Common Elements and the stormwater management area for the purpose of abating or correcting any deficiency in the condition of any facilities, structures or devices located there.

(b) If Baltimore County, Maryland shall enter a stormwater management area for the purpose of correcting any deficiency in condition of any facilities, structures or devices located in the area, then all costs and expenses incurred by Baltimore County, Maryland in connection with inspecting, constructing, reconstructing, maintaining or repairing such facilities, structures or devices shall be collectible as an Assessment in accordance with the provisions of this Declaration and the By-Laws. To that end, Baltimore County, Maryland, shall have all of the same rights inuring to the Council for the imposition of such an Assessment, as a Special Assessment, against the Units and the Unit Owners thereof, all in accordance with this Declaration and the By-Laws. Further, in the case of non-payment of any Assessment imposed by Baltimore County, Maryland, pursuant to this Section, Baltimore County, Maryland, shall have all of the rights of enforcement and collection otherwise inuring to the Council pursuant to this Declaration and the By-Laws.

6.5. Control of Common Elements. Anything contained in the foregoing provisions of this Section to the contrary notwithstanding, the Council may:

6.5.1. borrow money to improve the Common Elements in accordance with the provisions of this Declaration;

6.5.2. adopt reasonable Rules and Regulations as it deems appropriate governing the use of the General Common Elements, including the Lobby Limited Common Elements (unless enclosed by the Unit Owners pursuant to Section 6.8.5 hereof), by Unit Owners, their Lessees, agents, employees, officers and invitees, or any other person in accordance with the provisions of the Condominium Act and By-Laws.

6.6. Management of Condominium. The Council shall enter into an agreement with an independent reputable management company experienced in managing office buildings similar to the building forming part of the condominium for such company to provide management services to the Council or the Unit Owners for the Condominium, on such terms and conditions as the Council deems appropriate. Such agreement shall not be subject to the provisions of Section 11-133 (a) of the Condominium Act.

6.7. Rights and Responsibilities of Unit Owners with Respect to Maintenance Repair and Replacement of Units and Common Elements.

Each Unit Owner shall:

(a) maintain, repair and replace all portions of his Unit, except those portions of his Unit, if any, which, under the provisions of this Declaration, are to be maintained, repaired and replaced by the Council, and otherwise keep such Unit in a neat and clean condition;

(b) in accordance with all applicable laws and after obtaining all applicable permits, operate, maintain, repair and replace (i) the heating and air conditioning system, hot water heaters, and the smoke detector and sprinkler heads serving his Unit, (ii) all fixtures, equipment and appliances installed in his Unit, and (iii) all chutes, flues, ducts, conduits, wires, pipes or other apparatus forming a part of his Unit;

(c) wash, maintain, repair and replace the glazing, windows and doors which are a part of his Unit, excluding (i) the exterior finished surface of the entry door and doorframe to such Unit, and (ii) the exterior of the windows and the exterior finished surface of the window frames of such Unit;

(d) maintain, repair or replace at his own expense any portion of his Unit which may cause injury or damage to any other Unit or the Common Elements;

(e) make, maintain, repair and replace all portions of the Lobby Limited Common Elements appurtenant to such Unit Owner's Unit which have been closed off from the General Common Elements pursuant to Section 6.8.5, and keep such Lobby Limited Common Elements in a neat and clean condition;

(f) pay any expense which is duly incurred by the Council in making any repair to or replacement of the Common Elements which results from the willful or negligent act or failure to act of such Unit Owner or of any Lessee, Contract Purchaser, invitee or other occupant or user of his Unit;

(g) exercise his rights and perform his duties under the provisions of the Condominium Act, the By-Laws and this Declaration in such manner and at such hours as will not unreasonably disturb any other Unit Owner; and

(h) prior to performing any repair work of any kind, the responsibility for which lies with the Council, furnish the Council with written notice of the same (provided that the Council's failure to take action on any such notice shall not be deemed a waiver by it of its said responsibility, a consent by it to the taking of such action, or an agreement by it to bear the expense of such work; and further provided, that the Unit Owner shall abide by any terms specified by the Council relating to the conduct of such work)

6.8. Prohibited Uses of Units and Common Elements.

6.8.1. Restrictions Upon Use. Subject to the operation and effect of the provisions of Section 6.8.3:

- (a) no Unit shall be devoted to residential use.
- (b) no noxious odor shall be permitted to emanate from any Unit, and nothing shall be done thereon in any other manner so as to render any Unit unsanitary or a nuisance to the Condominium or any occupant thereof.
- (c) each Unit shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
- (d) no Unit Owner or other occupant of the Condominium shall post any advertisements, posters or signs of any kind in or on the Condominium or any Unit or appurtenance thereto (including, any exterior windows or doors) except as authorized by the Rules and Regulations; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards of the Developer, its agents or employees, during the construction and sale period of the Condominium.
- (e) no Unit shall be used in violation of applicable law, and each Unit Owner shall obtain all governmental approvals required for its intended use of the Unit Owner's Unit. No Unit Owner or other occupant of the Condominium shall install or locate in a Unit any equipment, fixtures or other property (including by way of example, and not of limitation, medical equipment) , nor perform and provide services within such Unit if such activity:
 - (i) will require special provision of common utilities, (i.e. utilities not individually metered to the Unit) unless a written agreement is entered into with the Council pursuant to which the Unit Owner agrees to be responsible for all costs of installing such utility service and of all additional utilities used, all in form and content reasonably satisfactory to the Board of Directors, or
 - (ii) will result in an increase in the cost of the insurance maintained by the Council pursuant to the Declaration and the By-Laws above the rates typically charged for medical office buildings used for medical offices and ambulatory surgery or shall be an exclusion therefrom.
- (f) no Unit Owner shall remove any interior drywall from the demising wall separating the Unit from a hallway or other Common Element without promptly replacing such drywall, as such drywall is required to exist by applicable fire and building codes.
- (g) no Unit Owner in respect to the use of its Unit (directly or indirectly) shall (i) store, generate, handle, treat, manage, transport or dispose of medical wastes, (ii) accept or offer medical wastes for storage, generation, handling, treatment, management, transportation, or disposal, or (iii) cause or permit the actions set forth above, except in full and complete compliance with any and all applicable medical waste laws and regulations, including by way of example, and not of limitation,

engaging only duly licensed persons to dispose and transport medical wastes.

6.8.2. Structural Changes. No Unit Owner shall (a) make any structural modification or alteration within his Unit or the Limited Common Elements appurtenant to its Unit, or attach any material, fixture, improvement, equipment, support system or other thing or devise into the concrete slabs forming the horizontal boundaries of its Unit or of the Lobby Limited Common Elements appurtenant to its Unit, or contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements (including, by way of example rather than of limitation, any of the Common Elements which lie within the space included within any Unit), or repair, alter, replace, paint, decorate or change any portion of the exterior of his Unit, without obtaining the Council's prior written consent thereto; or (b) take any action which (i) tends to impair the structural integrity soundness or safety of any part of the Condominium; or (ii) impairs the existence of, or the ability to enjoy, any easement, right or hereditament appurtenant to any Unit or the Common Elements.

6.8.3. Rights of Developer. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit:

(a) the use by the Developer, and its agents, employees, officers, contractors and invitees, during the period of construction and sale of the Units, of such portions of the Condominium as the Developer may deem necessary, of such facilities as, in the sole opinion of the Developer, may be reasonably required, convenient or incidental to the construction and sale of the Units, including, but not limited to, a storage and construction area, signs, models and construction sales or business offices;

(b) the use by the Developer, and its agents, employees, officers, contractors and invitees, of the improvements within each Unit of which the Developer is then the Unit Owner (i) as offices in connection with its development, construction, replacement, repair, maintenance, marketing or leasing of any Unit, or (ii) in any other manner, unless any other person would, were he the Unit Owner thereof, be prohibited or restricted in the same manner; or

(c) the maintenance by or on behalf of the Developer within the Common Elements or any Unit of which it is then the Unit Owner of one (1) or more signs advertising the Condominium or the sale of Units.

6.8.4. Parking. The Council may designate parking spaces in the General Common Elements as "Visitor Parking" or "Handicapped Parking." Such "Visitor Parking" spaces shall be used only by guests, invitees and visitors to the Condominium for the parking of automobiles, in accordance with such Rules and Regulations as may be adopted from time to time by the Council. Upon the request of the Board of Directors each Unit Owner shall furnish the Council with the license plate numbers of the Unit Owner's automobiles or automobiles used by its employees and shall notify the Council of any changes in such information within five (5) days after such changes occur. "Handicapped Parking spaces shall be used only by those persons permitted to use such spaces under applicable law.

6.8.5. Lobby Limited Common Elements. In the event that one person owns all of the Units on all sides of a Lobby Limited Common Element, such person shall be entitled, for so long as such person owns all of said Units, (1) to install or construct walls, ceilings, floors, dividers or furniture in the Lobby Limited Common Elements, (2) to remove those walls separating such Units from the adjoining Lobby Limited Common Elements, (3) to remove other improvements and furnishings to the adjoining General Common Elements, (4) to close the same off from the General Common Elements, provided any such work is in compliance with any applicable building, subdivision, or zoning ordinances, and (5) to use the Lobby Limited Common Element for any purpose consistent with the use of such Units. In the event a Unit Owner closes off such Lobby Limited Common Elements, notwithstanding anything to the contrary in Section 6.4.2(j), such person shall be responsible for the regular cleaning and maintenance of and the provision of electrical and utility services for the Lobby Limited Common Element.

6.8.6. The Regulation of Work by Unit Owners. Each Unit Owner, in addition to any and all obligations otherwise set forth herein, shall undertake the construction, improvement, installation, maintenance, repair and/or, replacement of its Unit only in compliance with the Rules and Regulations duly adopted by the Council, in regard to such work, including, by way of example and not of limitation:

- (a) the hours during which such work may be performed,
- (b) pedestrian and vehicular ingress and egress to each such Unit for such purposes by the Unit Owner, its employees and agents,
- (c) storage of materials, and
- (d) necessary insurance coverage.

6.9. Cross-Easement Agreement. The General Common Elements of the Condominium are subject to the Cross-Easement Agreement which provides, inter alia, for reciprocal easements for ingress and egress, parking and storm water management with the adjoining two parcels of land. All costs and expenses incurred by the Council pursuant to the Cross-Easement Agreement and all charges payable by the Council under the Cross-Easement Agreement shall constitute Common Expenses.

6.10. Water Meter Agreement. The General Common Elements of the Condominium are subject to the Water Meter Agreement which provides, inter alia, for reciprocal easements for use and maintenance of the main water line and water meter from Philadelphia Road with the adjoining two parcels of land. All costs and expenses incurred by the Council pursuant to the Water Meter Agreement and all charges payable by the Council under the Water Meter Agreement shall constitute Common Expenses.

Section 7. Intentionally Omitted.

Section 8. Rights of Mortgagees.

8.1. General.

8.1.1. Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

8.1.2. Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in the foregoing provisions of this Section shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Unit Owner to satisfy any of the same.

8.2. Rights of First Refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Council, to and only to the extent that it arises under the provisions of the Condominium Act, this Declaration or the By-Laws, it being the Developer's intention that nothing in the foregoing provisions of this Section be deemed in any way to alter or impair the operation and effect of any right of first refusal or similar restriction which at any time is given by a Unit Owner or any other person to the Council or any other person but which does not arise under the provisions of the Condominium Act, this Declaration or the By-Laws.

8.3. Priority over Assessment. Any claim or lien for any Assessment levied against a Unit shall be subordinate to the lien of any Mortgage covering the Unit.

8.4. Actions Conditioned on Mortgagee's Approval.

8.4.1. Unless at least two-thirds (2/3rds) of the first Mortgagees (based upon one vote for each first Mortgage owned) have given their prior written approval thereof, the Council shall not by act or omission

(a) except pursuant to the provisions of Sections 11-107(d) and 11-115 of the Condominium Act, partition or subdivide, or seek to partition or subdivide, any Unit;

(b) seek to abandon, partition, subdivide, encumber, sell, mortgage or transfer any of the Common Elements (provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements, or pursuant to other provisions of this Declaration, shall not be deemed to be prohibited by the foregoing provisions) ; or

(c) except pursuant to the provisions of Sections 11-107(d) and 11-115 of the Condominium Act, change the undivided percentage interests in the Common Elements or the percentage interests in the Common Expenses and Common Profits of a Unit; or

(d) use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any Unit or the Common Elements, for other than the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Condominium Act in the event that:

- (i) the Condominium is terminated pursuant to Section 10.3 hereof;
- (ii) repair or replacement would be illegal under any state or local health or safety statute; or
- (iii) eighty percent (80%) of the Unit Owners, including every Unit Owner of a Unit which would not be rebuilt, vote not to rebuild.

8.5. Inspection; Statement and Notice. A Mortgagee shall, upon request to the Council, and provided that it has furnished the Council with the information which it is required by the By-Laws so to furnish the Council, in the manner set forth therein, be entitled to

8.5.1. inspect the Council's books and records during normal business hours;

8.5.2. be given by the Council timely written notice of all meetings of the Membership, and designate a representative to attend all such meetings; and

8.5.3. be given by the Council written notice of any of the following, at least ten (10) days before the Council takes any action to give effect thereto:

(a) any proposed amendment of this Declaration, the By-Laws or the Condominium Plat which would change (i) the boundaries of any Unit, (ii) the undivided percentage interest in the Common Elements or the percentage interest in the Common Expenses and Common Profits which is appurtenant to any Unit, (iii) the number of Votes held by the Unit Owner of any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted by the provisions of this Declaration, the By-Laws or the Condominium Plat;

(b) any proposed termination of the Condominium Regime;

(c) any condemnation or eminent domain proceeding affecting any or all of the Condominium;

(d) the occurrence of any significant damage to or destruction of the

Common Elements;

(e) any default by the Unit Owner of such Mortgagee's Unit in the performance of such Unit Owner's obligations under the provisions of this Declaration or the By-Laws which is not cured within sixty (60) days after such default commences; and

(f) any lapse, cancellation or material modification of any insurance policy held by the Council.

8.6. Rights in Event of Damage or Destruction. If any or all of a Unit is damaged substantially, destroyed or made the subject of any condemnation or eminent domain proceeding, or the acquisition thereof is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Condominium Act, this Declaration and the By-Laws (including, by way of example rather than of limitation, those of such provisions which govern the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the Common Elements, percentage interests in the Common Expenses and Common Profits and the Votes which are appurtenant to the Units, and any restoration or repair of the Condominium necessitated thereby).

Section 9. Sale or Leasing.

(a) The right of any Unit Owner, including the Developer, to sell, transfer, convey, mortgage, encumber or pledge the Unit owned by such Unit Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Council or any other Unit Owner.

(b) No Unit Owner may lease the Unit for transient or hotel purposes. All leases shall be in writing with a minimum term of at least three (3) months. Any lease shall be subject in all respect to the provisions of the Declaration, the By-Laws and the Rules and Regulations, and any failure by the Lessee to comply with the terms of such instruments shall be a default under such Lessee's lease, and any lease shall so provide. In the event of the non-compliance by any Lessee of a Unit with the terms of this Declaration, the By-Laws or the Rules and Regulations, the Council shall have the right, in addition to any other rights available to it, to require the Unit Owner of such Unit to terminate such lease because of such default and otherwise to treat such non-compliance as non-compliance by the Unit Owner.

(c) Anything to the contrary contained herein notwithstanding, a lease by the Developer of any Unit owned by the Developer or the lease by a Mortgagee in Possession of a Unit shall not be subject to the provisions of this Section except that the occupancy of any Unit by any Lessee of such person shall be subject to the provisions of this Declaration, the By-Laws and the Rules and Regulations.

Section 10. General.

10.1. Effectiveness. This Declaration shall become effective on and only on its having been executed and acknowledged by the Developer and recorded among the Land Records.

10.2. Assignment.

10.2.1. The Developer shall be entitled at any time to assign to any person or to different persons any or all of its right, title and interest hereunder by an instrument which makes specific reference to this Section, and is executed and delivered by the Developer and such assignee and recorded among the Land Records. On making such assignment, such designated assignee shall succeed to all of the Developer's right, title and interest so assigned.

10.2.2. The Developer may from time to time hereafter permit any right which it holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees, members or agents or by any other person.

10.3. Amendment and Termination.

10.3.1. Except as is otherwise provided in this Declaration, this Declaration and the Condominium Plat may be amended (and the Condominium may be terminated) only by both (i) the affirmative vote of Unit Owners having at least eighty percent (80%) of the total number of Votes then held by all of the Unit Owners, and (ii) the recordation among the Land Records of an instrument setting forth such amendment or termination.

10.3.2. Anything contained in any of the provisions of this Declaration to the contrary notwithstanding:

(a) an amendment of the By-Laws in accordance with the provisions thereof shall not be deemed an amendment of this Declaration.

(b) the By-Laws may be amended by and only by both (i) the affirmative vote of Unit Owners having at least sixty-six and two-thirds percent (66 2/3%) of the total number of Votes then held by all of the Unit Owners, and (ii) the recordation among the Land Records of an instrument setting forth such amendment and containing or accompanied by a certificate of the person specified in the By-Laws to count Votes at the Membership Meeting at which such amendment was adopted, stating that the amendment was approved by Unit Owners having at least the required percentage of such Votes.

(c) the Developer may, without obtaining the consent thereto of any Unit Owner or Mortgagee, amend this Declaration, the By-Laws or the Condominium Plat if and only if such amendment is (in the Developer's reasonable opinion) necessary to correct obvious typographical, mathematical or similar errors therein.

(d) except as is otherwise expressly permitted or expressly required by the

provisions of this Declaration or the Condominium Act, the following amendments to this Declaration or the Condominium Plat may be made with and only with the prior, express written consent of each Unit Owner and each Mortgagee acting in accordance with the provisions of the Condominium Act:

(i) an amendment which changes the boundaries of any Unit, the undivided percentage interest in the Common Elements of any Unit, the liability for Common Expenses or rights to Common Profits of any Unit, or the number of Votes of any Unit; or

(ii) an amendment which redesignates General Common Elements as Limited Common Elements (or vice versa).

(e) an amendment to this Declaration may not modify in any way any rights expressly reserved in this Declaration for the benefit of the Developer or any provisions contained herein which are required by any governmental authority or which are intended for the benefit of any public utility.

(f) nothing in the foregoing provisions of this Section shall be construed in derogation of any requirement in this Declaration or the By-Laws that all or a specified number of Mortgagees approve specified actions of the Council.

(g) nothing in the foregoing provisions of this Section shall be deemed in any way to require the consent of each Unit Owner and each Mortgagee to any amendment of this Declaration made pursuant to the provisions of Section 11-107(d) or Section 11-115 of the Condominium Act, so long as such amendment is made in accordance with such provisions and the provisions of Section 3.2.6 hereof.

10.3.3. Any amendment of this Declaration shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records.

10.3.4. Except as is otherwise provided in this Declaration, the Condominium may be terminated with and only with (a) the prior express written consent thereto of eighty percent (80%) of the Unit Owners acting in accordance with the provisions of the Condominium Act, (b) the approval of Mortgagees who represent at least fifty-one percent (51%) of the Votes of Units that are subject to Mortgages held by Mortgagees, if such termination is upon substantial destruction of the Condominium or the condemnation thereof, and (c) the approval of Mortgagees who represent at least sixty-seven percent (67%) of the Votes of Units that are subject to Mortgages held by Mortgagees, if such termination is for other reasons. Any termination of the Condominium shall be accomplished, and all proceeds from any subsequent sale of the Condominium shall be distributed, in accordance with the provisions of the Condominium Act.

10.4. Waiver. The Developer shall not be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by the Developer in exercising any such right shall be deemed a waiver of its future exercise) . No such

waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

10.5. Applicable Law. This Declaration shall be given effect and construed by application of the laws of the State of Maryland.

10.6. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided herein for and only for convenience of reference, and shall not be considered in construing their contents.

10.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the By-Laws, the Condominium Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any instance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

10.8. Construction. All references made herein (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders; (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well; and (c) to any Section, subsection, paragraph or subparagraph shall be deemed, unless otherwise expressly indicated, to have been made to such Section, subsection, paragraph or subparagraph of this Declaration.

10.9. Contract Purchasers and Lessees. Nothing in the provisions of this Declaration or the By-Laws shall be deemed in any way to condition the effectiveness of any action upon the consent thereto or joinder therein of any Contract Purchaser or Lessee of a Unit, notwithstanding that such effectiveness may be conditioned upon the consent thereto or joinder therein of the Unit Owner of such Unit.

10.10. Exhibits. Each writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof.

10.11. General Plan of Development.

10.11.1. The provisions of this Declaration, the By-Laws and the Condominium Plat shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefitting and burdening the respective titles to each Unit and the Common Elements; provided, that the same shall not be deemed covenants running with, binding upon, benefitting or burdening the title to (or otherwise to be enforceable at law or in equity with respect to) any land not contained within the Condominium.

10.11.2. If any Unit Owner or other person fails to comply with any of the provisions of this Declaration, the By-Laws or the Condominium Plat, such failure shall give rise to a

cause of action for the recovery of damages, injunctive relief or both, (a) in any or all of the Council and each Unit Owner (including the Developer if he is a Unit Owner), and their respective heirs, personal representatives, successors and assigns, and (b) in the Developer (even if the Developer is not a Unit Owner) if such failure affects any right or power granted or reserved to the Developer by or pursuant to the provisions of this Declaration, the By-Laws or the Condominium Plat.

10.11.3. Both the Developer, by delivering to any person a deed conveying to such person the title to a Unit, and such person, by accepting such delivery, shall be deemed thereby to have agreed with each other, the Council and each other Unit Owner, to be bound by the provisions of this Declaration, the By-Laws and the Condominium Plat.

10.11.4. Each person who, together with any other person, is a Unit Owner or a Lessee shall be jointly and severally liable for adhering to the terms and satisfying the conditions hereof.

10.12. Notices. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to any person shall be in writing, and shall be deemed to have been provided (a) forty-eight (48) hours after having been deposited as first-class mail in the United States mails, postage prepaid, and addressed (i) if the addressee is the Developer, to its address which is set forth hereinabove or to such other address in the United States of America as the Developer may designate from time to time by notice to the Council, (ii) if the addressee is the Council, to the address of the Council's resident agent, or to such other address in the United States of America as the Council may designate from time to time by notice to the Unit Owners, (iii) if the addressee is a Unit Owner (other than the Developer) or a Mortgagee who (in accordance with the provisions of the By-Laws) has notified the Council of its status as such and furnished the Council with its address in the United States of America, to such person's said address (herein referred to as such person's "Notice Address") and (iv) if the addressee either (1) has not so notified the Council and furnished it with its address, as aforesaid, or (2) is any other person, to such address in the United States of America as is used by the United States Postal Service for the delivery of mail to such person or its Unit, or (b) on actual hand or other delivery to such person.

10.13. Waiver of Reversionary Right. The provisions of this Declaration shall not be construed as conditions subsequent, or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Developer or any other person any reversionary right with respect to any Unit or the Common Elements. Any such reversionary right is hereby expressly waived.

10.14. Developer's Affirmation Pursuant to Section 11-102.1 of the Condominium Act. The Developer hereby affirms under penalty of perjury that the notice requirements of Section 11-102.1 of the Condominium Act, if applicable to this Declaration or to the Condominium, have been fulfilled.

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

WITNESS:

HIGHLANDS PARK LLC
By: Cignal Corp., its Manager

J.V. Maranto

by: [Signature] (SEAL)
Armando J. Cignarale, President

STATE OF MARYLAND : COUNTY OF BALTIMORE : TO WIT:

I HEREBY CERTIFY that on this 15th day of JULY, 2004, before me, a Notary
Public for the state and county aforesaid, personally appeared Armando J. Cignarale, known to me or
satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who
acknowledged that he is the President of Cignal Corp., the Manager of HIGHLANDS PARK LLC, a
Maryland limited liability company, that he has been duly authorized to execute, and has executed, the
foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its
act and deed.

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

Joseph V. Maranto
Notary Public



My commission expires on 4-01-08.

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

Elizabeth M. Edwards
Elizabeth M. Edwards, Esquire

CONSENT AND AGREEMENT OF TRUSTEES AND BENEFICIARY

BERNARD DACKMAN, Trustee and PAUL R. REYES, Trustee, and REGAL BANK & TRUST, who are the trustees and beneficiary under an Indemnity Deed of Trust dated APRIL 12, 2004 and recorded among the Land Records of Baltimore County, Maryland, in Liber 14914 at folios 124 et seq., hereby (a) join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the said Deed of Trust, in and to the real property described in Exhibit A to such Declaration, to a condominium regime pursuant to the provisions of Title 11 of the Real Property Article of the Annotated Code of Maryland; and (b) agree that, by such recordation, their interest in and to the said real property under the provisions of such Deed of Trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in and to (i) each unit of the condominium created by such recordation, and (ii) the respective undivided percentage interest in the common elements of such condominium which is attendant to each such unit, all as set forth in the provisions of such Declaration. Nothing in the foregoing provisions of this Consent and Agreement shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustees and the Beneficiary have executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on their behalves by their duly authorized representatives, this 23rd day of July, 2004.

WITNESS:

Carolyn J. Michael

Bernard Dackman
BERNARD DACKMAN, Trustee

Carolyn J. Michael

Paul R. Reyes
PAUL R. REYES, Trustee

ATTEST:

REGAL BANK & TRUST

Anne Tuccitto

By: Jamie H. Gunning
Name/Its: JAMIE H. GUNNING
VICE PRESIDENT

STATE OF MARYLAND: COUNTY OF Baltimore : TO WIT:

I HEREBY CERTIFY that on this 23rd day of July, 2004, before me, a Notary Public for the state and county aforesaid, personally appeared BERNARD DACKMAN, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the same for the purposes therein set forth, and that the same is his act and deed.

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

Carolyn E. Richardson
Notary Public

My commission expires on 2/7/2008



STATE OF MARYLAND; COUNTY OF BALTIMORE ; TO WIT:

I HEREBY CERTIFY that on this 23rd day of July, 2004, before me, a Notary Public for the state and county aforesaid, personally appeared PAUL R. REYES, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed the same for the purposes therein set forth, and that the same is his act and deed.

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

Carolyn E. Richardson
Notary Public

My commission expires on 2/7/2008



STATE OF MARYLAND: COUNTY OF Baltimore: TO WIT.

I HEREBY CERTIFY that on this 23rd day of July, 2004, before me, a Notary Public for the state and county aforesaid, personally appeared Jamie Gronig known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the Vice President of REGAL BANK & TRUST, that he/she has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

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

Cherie Levitt
Notary Public

My Commission expires on 6/1/2008



CHERIE LEVITT
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND

My Commission Expires June 1, 2008

913 RIDGEBROOK ROAD CONDOMINIUM

DECLARATION

EXHIBIT A

Description of the Condominium

All of that parcel shown as "913 - Lot No. 1" on that subdivision plat entitled Resubdivision of 2nd Amended Plat Lot 6BB "The Highlands Corporate Office Park" Phase II and recorded among the Land Records of Baltimore County, Maryland in Plat Book S.M. 77 at folio 004.

913 RIDGEBROOK ROAD CONDOMINIUM

DECLARATION

EXHIBIT B

Schedule of Percentage Interests

<u>Unit Number</u>	<u>Undivided Percentage Interest in Common Elements and Percentage Interest in Common Expenses and Common Profits</u>
100	.0286
102	.0624
104	.0581
106	.0494
108	.0658
110	.0488
200	.0394
202	.0319
204	.0406
206	.0279
208	.0272
210	.0272
212	.0207
214	.0387
216	.0210
218	.0259
220	.0433
300	.0394
302	.0317
304	.0406
306	.0271
308	.0277
312	.0455
314	.0415
316	.0207
318	.0264
320	.0427