

ENGLISH COUNTRY MANOR CONDOMINIUM

DISCLOSURE OF POTENTIAL DEFECT

The Board of Directors of the Council of Unit Owners of English Country Manor Condominium has recently identified an issue involving the drywall ceilings in certain units located on the third-floor, and in those second-floor units that have no unit above them. The issue involves an apparent deviation from the applicable industry standards and/or building codes. The ceilings may not have been properly installed by the builder which has resulted in the collapse of the drywall into the room below in some instances.

These ceilings are part of the unit and the unit owner responsibility to maintain, repair and replace. Following is the description of what constitutes the uppermost boundary of the unit for a top floor unit (or unit with no unit above it).

- Second Floor Unit in a Two-Story Building or Section of a Building (No Unit Above):

Includes the drywall ceilings (top is the bottom chord of the roof truss, excluding all structural elements including but not limited to trusses, hanger bars, girders, and support systems for ceilings.)

- Third Floor Unit in a Three-Story Building:

Includes the drywall ceilings (top is the bottom chord of the roof truss, excluding all structural elements including but not limited to trusses, hanger bars, girders, and support systems for ceilings.)

Should you have any questions, you may contact J. C. Property Services, Inc. at 410-557-8370 during normal business hours.

NOTICE TO PURCHASERS

All prospective purchasers of units within English Country Manor Condominium should be aware that the Condominium is only responsible for the maintenance, repair and replacement of solariums which were constructed by Harford Land Development, the original developer of the property. The Condominium is not responsible for the maintenance, repair or replacement of solariums which were installed at a later date by individual unit owners, because they are not part of the original construction of the Condominium. Prospective purchasers should also be aware that the Condominium can, however, insist that owners of the later-installed solariums maintain, repair and replace them at their sole cost and expense, in order to protect other units or common elements from potential damage. The actual cost of repair is the obligation of the unit owner, and not Condominium.

Prior to purchasing a unit, you should confirm with the present owner whether the solarium was installed by the developer or an individual unit owner. You should also obtain any and all documentation regarding that fact which the present unit owner has in his or her possession. You should use all due diligence to obtain this information prior to closing and enter into your purchase with knowledge that either the Condominium or you, as the case may be, are responsible for the maintenance, repair and replacement of the solarium which may be attached to your unit.

"Condominium Living is not Apartment Living"

Purchasing/Living in a condominium is no different than purchasing/living in an individual home, the only difference is with a condominium there is no outside maintenance.

The following items listed below are the responsibility of the Condominium Unit Owner and not the Condominium Association.

Water Lines that serve the unit only
Air Conditioner Units – Life expectancy 10 yrs
Air Conditioner Pads
Hot Water Heaters – Life expectancy 10 yrs
Furnaces
Dishwasher – Life expectancy 10 yrs
Toilets
Shower Heads
Condensation Lines – Should be Cleaned twice a year at a minimum.
Dryer Vents – Should Be Cleaned Yearly
Washing Machine hoses & connections – Should Be Checked & Replaced if hoses are cracked or worn same applies to fittings.
Sprinkler Heads
Fireplaces
Storage lockers on the porches of each unit
Interior partitions, interior and exterior doors, windows, pipes conduits, ducts, switches, vents, wiring, ventilation, air conditioning, plumbing, electrical power, lighting, telephone services and television reception.

In the event that a unit owner notices a leak in their unit the unit owner should first determine if the leak is originating from their unit and their pipes alone, if so the unit owner should contact a plumber directly. If the leak appears to be coming from the unit above unit owners should first make contact with the unit(s) above to see if it could be a unit to unit problem prior to contacting the management company. All unit owners should know where their water shut off valves are to their units, and make sure that they are operational. In the event a unit owner notices a leak and you shut the water valve off and the water stops it is more than likely coming from your individual unit.

If a unit owner notices a leak or has a water issue in the 2nd and or 3rd floor be advised that water runs down hill so that there could be very likely that there could be damage to units below, it is that unit owners responsibility to make contact with the unit owners below to make sure damage did not occur to those units. In some cases claims must be made on the association policy.

(OVER)

If the problem originated in a specific unit that owner is responsible for payment of the master association's deductible. In some cases the loss may not reach the deductible therefore no claim will be filed although the unit owner is responsible for payment of necessary repairs.

Unit owners are also reminded that your HVAC and Hot Water Heater which is located in the utility closet should be inspected on a monthly basis at a minimum. This would include changing the air filter.

In the event the management company has to come out to determine where a water source leak is coming from in an individual's unit and it is determined that it is not coming from a unit above and or a main water source, there will be a charge of up to \$200.00 charged to that unit owner.

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BY-LAWS
OF
ENGLISH COUNTRY MANOR CONDOMINIUM ✓

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BY-LAWS
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ENGLISH COUNTRY MANOR CONDOMINIUM CONDOMINIUM

ARTICLE I

Name, Location and Function

Section 1. Name and Location. The name of the Condominium is English Country Manor Condominium. The principal office and mailing address of the Council of Unit Owners is 1 English Manor Lane, Belair, Maryland 21014. Pursuant to the provisions of Paragraph 20 of the Declaration, and in accordance with the provisions of Section 11-109 of the Real Property Article of the Annotated Code of Maryland, the affairs of the Condominium shall be governed and administered by the Council of the Unit Owners of English Country Manor Condominium.

ARTICLE II

Definitions

Section 1. Declaration. "Declaration" as used herein means that certain Declaration made the _____ day of _____, 1990, by Harford Land Development Limited Partnership, a Maryland limited partnership, pursuant to Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended, by which certain described property including land, was submitted to a Condominium Regime (hereinafter called the "Regime") and which Declaration is recorded among the Land Records of Harford County, Maryland, immediately prior hereto and to which these By-Laws are appended.

Section 2. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration or in Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland as amended, the Maryland Condominium Act (hereinafter the "Act").

ARTICLE III

Ownership

Section 1. Owners. Every person, group of persons, corporation, trust or other legal entity, or any combination thereof, which owns a Condominium Unit within this Regime as the same is constituted from time to time, shall be a member of the Council of Unit Owners (hereinafter called the "Council"); provided, however, that any person, group of persons, general

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partnership, limited partnership, corporation, trust or other legal entity, or any combination thereof, which holds such interest solely as security for the performance of an obligation shall not be deemed a Unit Owner.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the Condominium Regime. The terms "Condominium Regime" or "Regime" as used herein shall include the land, as well as the improvements thereon. In construing these By-Laws, and the government of the Regime pursuant thereto, the provisions of the Corporations and Associations Article of the Annotated Code of Maryland, as amended, pertaining to the government of nonstock corporations, shall be considered as governing to the extent not inconsistent with the provisions of the Act, the Declaration and these By-Laws. This Council shall be unincorporated as provided in the Act.

ARTICLE IV

Meeting of Council of Unit Owners

Section 1. Place of Meetings. Meetings of the Council shall be held at the principal office or place of business of the Regime or at such other suitable place convenient to the Council as may be designated by the Board of Directors.

Section 2. Annual Meetings. The Organizational and First Meeting of the Council or this Regime shall be held within sixty (60) days from the date that Units representing fifty percent (50%) of the votes in the Condominium have been conveyed to purchasers for value, but in no event later than July 1, 1991. Thereafter, annual meetings of the Council shall be held on the First Tuesday in March of each succeeding year. At such meeting there shall be elected by ballot of the Unit Owners, a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The Council may also transact such other business of the Regime as may properly come before it. All meetings of the Council shall be open except as provided by the Act.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Council as directed by resolution of the Board of Directors or upon a petition signed by Unit Owners representing at least twenty-five percent (25%) of the total votes of the Regime, as then constituted, having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary or his agent to deliver or mail (by first class) a

notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at his address as it appears on the Ownership Book of the Regime on the date of the Notice, or if no such address appears, at his last known address, not less than ten (10) nor more than ninety (90) days prior to such meeting unless the Act provides for a shorter time in which case, the Act will control. Service of the Notice may also be accomplished by the delivery of any such notice to the Unit Owner at his Condominium Unit or last known address. Notice by either such method shall be considered as notice served. Attendance by a Unit Owner at any meeting of the Council shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. **Quorum.** The presence, either in person or by proxy, of Owners representing at least twenty-five percent (25%) of the total votes of the Regime, as then constituted, shall be requisite for and constitute a quorum for the transaction of business at all meetings of the Council. If the number of votes at a meeting drops below the quorum, no business may thereafter be transacted.

Section 6. **Voting.** At every meeting of the Council, each of the Unit Owners shall have the right to cast the number of votes held by the Unit Owner under the provisions of the Declaration. The votes established in Paragraph 14 of the Declaration shall be applicable to voting rights. The majority vote of the Unit Owners present and voting representing fifty-one percent (51%) of the votes at that meeting shall decide the question presented, unless the question is one upon which, by express provision of the Act, the Declaration or these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Unit Owner shall be eligible to vote at any annual or special meeting of the Council, or be elected to an office or to the Board of Directors against whom the Council has recorded a Statement of Condominium Lien on his Unit and the amount necessary to release the lien has not been paid at the time of the meeting. For so long as the Developer owns at least two (2) Units within the Regime, cumulative voting shall be permitted, but after the Developer transfers its next-to-the-last unit, cumulative voting shall not be permitted.

Section 7. **Proxies.** A Unit Owner may appoint any other Unit Owner, the Developer (as defined in the Declaration), Management Agent, Mortgagee, Attorney, Lessee or any other person, as his proxy. Any proxy must be in writing and filed with the Secretary, and is revocable at any time by the Unit Owner granting it. A proxy not appointed to vote as directed may only be appointed and used for purposes of meeting quorums and for voting on matters of business before the Council of Unit Owners, and not for purposes of election of officers and members of the Board of

Directors. Only proxies containing a designation of candidates to be voted for may be used during an election of officers or members of the Board of Directors.

ARTICLE V

Directors

Section 1. Number and Qualification. The affairs of the Regime shall be governed by the Board of Directors (hereinafter called the "Board") composed of three (3) persons, which number may be increased by the Council, a majority of whom, after the Organizational and First Meeting of the Council, shall be Unit Owners.

Section 2. Initial Directors. The Initial Directors shall be selected by the Developer and need not be Unit Owners. The names of the Directors who shall act as such from the date upon which the Declaration is recorded among the Land Records of Harford County, Maryland until such time as their successors are duly chosen and qualified are as follows: William J. Fleisher, Frank Bond and Susan Hardy. These Directors shall serve until the Organizational and First Meeting of the Council, at which time the Unit Owners shall elect a Board, all as prescribed herein. Initial Directors may be removed and their successors appointed by the Developer, its successors and assigns, or any Trustees or Beneficiaries, under Deeds of Trust, in possession.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Regime and may do all such acts and things as are not, by law or by these By-Laws, directed to be exercised and done by the Council. The powers and duties of the Board shall include, but not be limited to, the following:

(a) To provide for the care and upkeep of the Regime, as it is constituted from time to time, and its General and Limited Common Elements, and services and maintenance of the Unit exteriors in a manner consistent with law and the provisions of these By-Laws and the Declaration;

(b) To grant easements, rights-of-way, licenses, leases in excess of one (1) year or similar interests for the provision of communication systems, sewer lines, water lines, electrical cables, telephone cables and communications (including, but not limited to, cable television), gas lines, storm drains, T.V. antennas, underground conduits and/or such other purposes related to the provision of public utilities to the Regime; for any other purpose as may be considered necessary and appropriate by the Board for the orderly maintenance, reservation and enjoyment of the General and Limited Common Elements; or for the preservation of the health, safety, convenience and/or welfare of the Unit

Owners and the Developer. Nothing in this Section shall enlarge the authority granted to the Board by the Act and all actions of the Board shall be in conformity with the Act;

(c) To establish and provide for the collection of assessments and fines, if levied, from the Unit Owners and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration;

(d) To designate, hire and/or dismiss personnel necessary for the good working order of the Regime and for the proper care of the General and Limited Common Elements and to provide services for the Regime in a manner consistent with all applicable State, municipal and local law, the Declaration and these By-Laws; and

(e) To promulgate and enforce such Rules, and such restrictions or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the Regime and the General and Limited Common Elements, as they are designated, to prevent unreasonable interference with the use and occupancy of the Regime and of the General and Limited Common Elements by the Unit Owners, all of which shall be consistent with all applicable State and local law, the Declaration and these By-Laws.

Section 4. Management Agent. The Board shall employ for the Regime a professional Management Agent at a rate of compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not necessarily limited to, the duties set out in subsections (a) through (d) of Section 3 of this Article. The Council shall not undertake "self-management" or otherwise fail to employ a professional management agent. Any professional management company so employed must have and maintain fidelity bond coverage in an amount equal to or greater than one and one-half times the estimated annual operating expenses and reserves of the Regime.

Section 5. Elections and Terms of Office. The terms of the Directors named herein shall expire when their successors have been elected at the Organizational and First Meeting of the Council and are duly qualified. At the First Meeting of the Council the term of office of the Director receiving the greatest number of votes shall be fixed for two (2) years and the Directors receiving the second and third greatest number of votes shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successors shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the

Council shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Council at the next annual meeting.

Section 7. Removal of Directors. At a regular or special meeting duly called, any Director may be removed with or without cause by the affirmative vote of the majority of the entire Council and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Council shall be given an opportunity to be heard at the meeting. The term of any Director who has an unreleased Statement of Lien recorded against him shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. Except for those Directors named as such in Section 2 of this Article, and any of their successors elected prior to the Organizational and First Meeting of the Council, no remuneration shall be paid to any Director who is also a Unit Owner for services performed by him for the Regime in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board before the services are undertaken.

Section 9. Organizational Meeting. The First Meeting of a newly elected Board shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10. Regular Meetings. At least annually the Board shall send each Unit Owner notice of its meetings. All meetings of the Board shall be open except as provided in the Act. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 12. Waiver of Notice. Before, or at, any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, following an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Except as required by the Act, any action by the Board, except adoption of the budget, required or permitted to be taken at any meeting may be taken without a meeting if all of the Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 15. Fidelity Bonds. The Board shall require that all officers and employees of the Council handling or responsible for Council or trust funds shall furnish adequate fidelity bonds, of not less than \$75,000 and with a corporate surety satisfactory to the Board. The premiums on such bonds shall be paid by the Council, except that any fidelity bonds required to be provided by any professional management company as a condition of employment for management of the Condominium may be required by the Council, in its discretion, to be paid by the management company. The Council shall be named as obligee (or as an additional obligee in the case of a management company's bond) under the bond. Any such fidelity bond must include a provision requiring ten days' written notice to the Council and each Mortgagee before cancellation or substantial modification.

Section 16. Nominations. At least sixty (60) days before each annual meeting of the Board, President shall appoint a Nominating Committee of three (3) Unit Owners, at least one of whom shall not then be a Director. Such Nominating Committee, after considering the qualifications of respective nominees shall select one or more nominees for each directorship to be filled at such annual meeting, and shall present its nominations to the Secretary not later than fifteen (15) days before such annual meeting. Also, not less than forty-five (45) days prior to the delivery of the notice of meeting, a call for nominations shall be

sent to all Unit Owners. Any Unit Owner may nominate a candidate for each directorship to be filled at any annual meeting by presenting such nomination to the Secretary in writing signed by such Unit Owners. By not later than fifteen (15) days before the date of such annual meeting, each Unit Owner and proxy holder shall be furnished a written list of all such nominees for directorships and shall be furnished with a ballot for the directorial election. A Unit Owner may nominate himself or any other Unit Owner to be a member of the Board of Directors. Only nominations made at least fifteen (15) days before notice of an election shall be listed on the election ballot. Candidates shall be listed on the ballot in alphabetical order, with no indicated candidate preference. Nominations may be made from the floor of the meeting at which the election to the Board is held. Election materials prepared with funds of the Council of Unit Owners shall list the candidates in alphabetical order and may not indicate a candidate preference.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Council shall be a President, a Vice President, and a Secretary/Treasurer, all of whom shall be elected by the Board. Officers elected by the initial Directors need not be Unit Owners. After the Organizational and First Meeting of the Council, the Board may elect officers who need not be Unit Owners except that the President must always be a Unit Owner. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of secretary and treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Council shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office until their successors are duly elected and installed.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Council and a member of the Board. He shall preside at all meetings of the Council and the Board. He shall have all of the general powers and duties which are usually vested in the office of President of a corporation including but not limited to the power to appoint committees from among the Unit Owners, or other persons whom he feels are qualified, from time to

time, as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Council.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Council, he shall have charge of the "Ownership Book (The Roster)" and such other books and papers as the Board may direct; and he shall, in general, perform all the duties incidental to the office of Secretary including counting the votes at meetings of the Council. In the Secretary's absence, the President shall designate some other person to count such votes.

Section 7. Treasurer. The Treasurer shall have responsibility for Council funds and securities, and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Council in such depositories as may from time to time be designated by the Board. The Board may delegate any or all of these duties to a Management Agent or banking institution.

Section 8. Compensation. The Board shall have the power to fix the compensation for all officers of the Council who are not Unit Owners, but shall have the power to fix the compensation for all officers of the Council who are Unit Owners only with the approval of the Council.

ARTICLE VII

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Council shall indemnify every officer and director of the Council against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board to which he may be made a party by reason of being or having been, an officer or director of the Council, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Council shall be liable to the Council and the Unit Owners for any negligence, including their own individual willful

misconduct or bad faith, but shall not be liable for mistakes of judgment or otherwise if made in good faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Council, except to the extent that such officers or directors may also be Unit Owners, and the Council shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Council, or former officer or director of the Council, may be entitled.

Section 2. Common or Interested Directors.

(a) The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Council.

(b) For so long as the Developer elects one or more directors to the Board, no contract or other transaction between the Council and one or more of its Directors, or between the Council and any corporation, firm or association, including the Developer, in which one or more of the Directors are directors or officers, or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board, or any committee thereof, which authorizes or approves the contract or other transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(1) The fact of the common directorate, office or interest is disclosed or known to the Board, or a majority thereof, or noted in the Minutes, and the Board authorizes, approves or ratifies such contract or other transaction in good faith by a vote sufficient for the purpose; or

(2) The fact of the common directorate, office or interest is disclosed or known to the Unit Owners, or a majority thereof, and they approve or ratify the contract or other transaction in good faith by a vote sufficient for the purpose; or

(3) The contract or other transaction is commercially reasonable to the Council at the time it is authorized, ratified, approved or executed.

(c) For so long as the Developer elects one or more directors to the Board, common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board, or any committee thereof, which authorizes, approves or ratifies any contract or other transaction, any may vote thereat to authorize any contract or other transaction with like force and

effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Board shall manage, operate and maintain the Regime and, for the benefit of the Units and the Unit Owners thereof, shall enforce the provisions hereof and may pay out of the Common Expenses, herein elsewhere provided for, the following, which itemization shall not act as a limitation on the Board:

(a) The cost of providing water, sewer, garbage and trash collection, electrical (including street lighting), common television antenna, cable television service, and other necessary utility services for the Common Elements and, to the extent that the same are not separately metered or billed to each Unit, for the Units.

(b) The cost of fire and extended liability insurance on the Common Elements and the cost of such other insurance as the Board or the Council may elect.

(c) The cost of the services of a person or firm to manage the Regime to the extent deemed advisable by the Council, together with the services of such other personnel as the Board or the Council shall consider necessary for the operation of the Regime.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Regime.

(e) The cost of painting, maintaining, replacing, repairing and landscaping the General and Limited Common Elements, except as provided in the Declaration, including such furnishings and equipment for the General and Limited Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same; provided, however, that nothing herein contained shall require the Council to paint, repair, or otherwise maintain the interior of any Unit or any fixtures or equipment located therein.

(f) The cost of any and all other materials, supplies, labor, services maintenance, repairs, taxes, assessments or the like which the Council is required to secure, to pay for by law, or otherwise, or which in the discretion of the Board shall be necessary or proper for the operation of the General and Limited Common Elements; provided, however, that if any of the aforementioned are provided or paid for the benefit of a

particular Unit or Units, the cost thereof shall be specially assessed to the Unit Owner or Owners thereof in the manner provided in Section 1(g) of this Article.

(g) The cost of the maintenance or repair of any Unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board to protect the General and Limited Common Elements or to preserve the appearance or value of the Regime or is otherwise in the interest of the general welfare of all Unit Owners; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board and not without reasonable written notice to the Unit Owner of the Unit proposed to be maintained or repaired; and, provided, further, that the cost thereof shall be assessed against the Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the Owner of said Unit at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in Article IX of these By-Laws.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Regime or any portion thereof, which may, in the opinion of the Board, constitute a lien against any of the General or Limited Common Elements rather than the interest of the Unit Owner of any individual Unit.

(i) The cost of any maintenance, repair or replacement contracted for between the Council, or its management agent, and individual Unit Owners having to do with an individual Unit which cost shall be a Common Expense only with respect to that Unit and that the cost thereof shall be assessed against the Unit on which such maintenance, repair or replacement is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the Owner of said Unit at which time the assessment shall become due and payable and a continuing lien and obligation of said Unit Owner in all respects as provided in Article IX of these By-Laws.

(j) The cost of the services of a person or firm to provide for necessary snow removal from the walkways, courtyards, driveways and streets.

Section 2. Management Agent. The Board shall employ a professional Management Agent at a rate of compensation established by the Board. The Council shall not undertake "self-management" or otherwise fail to employ a professional management agent. The Board may delegate such of its duties, powers or functions to the Management Agent, as the Board shall authorize, provided that such delegation may be terminated by either party without cause or payment of a termination fee on a maximum of thirty (30) days written notice and any such contract shall have a maximum term of one (1) year.

Section 3. Duty to Maintain. Except for maintenance requirements herein imposed upon the Council, if any, the Owner of each Unit shall, at his own expense, maintain, repair and replace the interior of his Unit and any and all equipment, appliances or fixtures situated within the Unit and its other appurtenances in good order, condition and repair, in a clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Unit and such appurtenances. In addition to the foregoing, each Unit Owner shall, at his own expense, maintain, repair and replace those items referenced in Paragraph 17A of the Declaration; and all Unit Owners shall, at their own expense, maintain, repair and replace any plumbing fixtures; heating and air conditioning equipment; lighting fixtures; refrigerators; freezers; dishwashers; washers and dryers; disposals; trash compactors; ranges and/or other equipment that may be in, or appurtenant to such Unit. Any Unit Owner may contract for the performance of any maintenance, repair or replacement of any item listed in this Section which is his responsibility with the Management Agent and the cost of the same shall be assessed as provided in Section 1(i) of this Article.

Section 4. Right of Entry. Each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board in case of any emergency originating in, or threatening his Unit, whether the Unit Owner is present at the time or not and also for the purpose of maintaining said Unit as provided in Section 1(g) hereof. In addition, each Unit Owner shall and does hereby grant right of entry to any person authorized by the Board to provide extermination or other services or repairs necessary to maintain the Regime, including Units, in a clean and sanitary condition. Except in the event of emergency situations, the Board shall provide reasonable notice to Unit Owners prior to exercising such right of entry.

Section 5. Limitation of Liability. The Council shall not be liable for any failure of water supply or other utilities or services to be obtained by the Council or paid for out of the Common Expenses, or for injury or damage to persons or property caused by the elements or by any Unit Owner or any other person, or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the General or Limited Common Elements or from any pipe, drain, conduit, appliance or equipment. The Council shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the General or Limited Common Elements. No diminution or abatement of Common Expense Assessments as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the General or Limited Common Elements, separately contracted maintenance to a Unit, or from any action taken by the Council to comply with any law, ordinance, or with the order or directive of any municipal or other governmental authority.

ARTICLE IX

Condominium Assessments

Section 1. Annual Condominium Assessments.

(a) From and after the recordation of the Declaration and these By-Laws, each Unit Owner shall pay to the Council, monthly, in advance, a sum equal to one-twelfth (1/12) of the Unit Owner's proportionate share of the sum required by the Council pursuant to the Percentage Interests in Common Expenses and Common Profits as set forth in the Declaration (hereinafter called "Assessments"), to meet its annual budget, including, but in no way limited to, the following:

(1) The cost of all operating expenses of the Regime as the same may be constituted from time to time, and services furnished, including charges by the Council for facilities and services furnished by it;

(2) The cost of necessary management and administration, including fees paid to any Management Agent;

(3) The amount of all taxes and assessments levied against the Council or upon any property which it is otherwise required to pay, if any;

(4) The cost of public liability, fire and extended coverage insurance on the Regime and the cost of such other insurance as the Council or the Board may effect;

(5) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or utilities, to the extent furnished by the Council;

(6) The cost of funding all reserves established by the Council, including, when appropriate, a general operating reserve and/or reserve for replacements;

(7) The estimated cost of repairs, maintenance and replacements of the Regime including General and Limited Common Elements, to be made by the Council; and

(8) The cost of the services of a person or firm to provide for necessary snow removal from the walkways, courtyards, driveways and streets.

(b) In addition, each Unit Owner shall pay to the Council, monthly, the amount of the separately contracted maintenance, if any, for which said Unit Owner is liable under Section 1(i) of Article VIII.

(c) In addition, each Unit Owner shall pay to the Council, monthly, the amount of any fine levied against him pursuant to any Rules for fining promulgated by the Board in accordance with the procedures in these By-Laws and such fine shall be a lien in the same manner as if it were a Common Expense.

(d) The Board shall determine the amount of the assessment annually by preparation and adoption of an annual proposed budget as provided in Section 11-109.2 of the Act. A copy of the proposed budget shall be delivered to each Unit Owner at least thirty (30) days prior to its adoption. The budget shall be amended only in accordance with the Section of the Act aforesaid.

(e) The omission of the Board, before the expiration of any budget period, to adopt a budget hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article or the Act, or a release of assessment installment thereof, for that or any subsequent budget period, but the budget fixed for the preceding period shall continue until a new budget is fixed. No Unit Owner may exempt himself from liability for assessments by a waiver of the use or enjoyment of any of the Common Elements, or by abandonment of any Unit belonging to him. Expenditures increasing the annual assessment in excess of fifteen percent (15%) shall be levied as provided in the Act.

(f) The enumeration of the rights of the Council and Board contained in this Article IX is made in furtherance, and not in limitation, of the rights and remedies conferred by law upon the Council, or the Board, to collect the Common Expenses or enforce any lien against any Unit, and is not intended, by mention of any particular right or remedy, to limit or restrict the Council, or the Board, which shall have all powers and rights necessary or convenient for collection of the common expenses.

Section 2. Special Assessments. In addition to the regular assessment authorized by this Article, the Council may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Regime, as then constituted, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board may consider appropriate, provided that any such assessment shall have the assent of the owners representing fifty-one percent (51%) of the total votes of the Regime. A meeting of the Unit Owners shall be duly called for this purpose, written notice of which shall be sent to all owners at least ten (10) days, but not more than ninety (90) days, in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 3. Reserve for Replacements. The Council shall establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated, from time to time, by the Board and which shall not be less than five percent (5%) of the aggregate monthly installments levied pursuant to the provisions of this Article. Such fund shall be conclusively deemed to be a Common Expense. Such funds shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America, or may, in the discretion of the Board, be invested in the obligations of, or fully guaranteed as to principal, by, the United States of America, states, municipalities, or counties thereof; ~~The reserve for replacements may be expended only for the purpose of affecting the replacement of the Common Elements and equipment of the Regime and for operating contingencies of a non-recurring nature.~~ The amounts required to be allocated to the reserve for replacements may be reduced, by appropriate resolution of the Board upon the accumulation in such reserve fund of a sum equal to twenty percent (20%) of the full replacement value of the Regime as full replacement value is annually determined by the Board for fire insurance purposes. The proportionate interest of any Unit Owner in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Unit to which it appertains, and shall be deemed to be transferred with such Unit.

Section 4. Non-Payment of Assessment.

(a) A Unit Owner shall be liable for all assessments, or installments thereof, and fines or other charges coming due while he is the owner of a Unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, fines or other charges against the grantor for his share of the Common Expenses up to the time of the voluntary grant for which a Statement of Condominium Lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

(b) All assessments, fines, or other charges, until paid, together with interest at the maximum rate permitted on them, actual costs of collection, reasonable attorneys' fees or attorneys' fees of twenty-five percent (25%), whichever is greater, and late charges, at the maximum rate permitted in the Act, constitute a lien on the Units on which they are assessed. All Statements of Condominium Lien shall be prepared and established pursuant to the Act and all other statutory requirements now or hereafter in effect pertaining to the establishment and enforcement of statements of lien for condominium assessments in the State of Maryland, including but not limited to the Maryland Contract Lien Act. The lien shall be effective against a Unit from and after the time a Statement of

Condominium Lien is recorded among the Land Records of Harford County. The Statement of Condominium Lien shall be signed and verified by an officer or agent of the Council and then recorded. The Unit Owners hereby expressly agree that the Council shall be entitled to record a Statement of Condominium Lien after the expiration of any applicable time periods imposed by the Maryland Contract Lien Act. On full payment of the assessment or damages for which the lien is claimed the Unit Owner shall be entitled to a recordable satisfaction of the lien.

(c) Any assessment or installment thereof, or damages not paid when due shall bear interest, from the date when due until paid, at the maximum permissible legal rate.

(d) The Council shall, upon demand, notify the holder of the first mortgage on any Unit for which any assessment levied pursuant to these By-Laws becomes delinquent for a period in excess of thirty (30) days, and in any other case, where the Unit Owner is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 5. Assessment Certificates. The Council shall, upon demand, furnish to any Unit Owner liable for any assessment or damages levied pursuant to the By-Laws (or to any other party legitimately interested in the same), a certificate in writing signed by an officer of the Council or its agent, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Twenty-Five Dollars (\$25.00) may be levied in advance by the Council for each certificate so delivered.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more monthly installments of any assessment, levied pursuant to these By-Laws, the entire balance of said assessment may be accelerated at the option of the Board, and be declared due and payable in full.

Section 7. Enforcement. The lien for unpaid assessments, fines, or other charges may be enforced and foreclosed by the Council or any other person specified in the By-Laws, in the same manner, and subject to the same requirements, as the foreclosure of mortgages or deeds of trusts on real property in the State of Maryland. Suit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. No action may be brought to foreclose the lien unless brought within three (3) years following the recordation of the Statement of Condominium Lien.

Section 8. Subordination and Mortgage Protection.

(a) Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any Unit in the Regime shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage, meaning a Mortgage with priority over other mortgages, made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Unit from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment, which lien, if claimed, shall have the same effect, and be enforced in the same manner as provided herein.

(b) No amendment to these By-Laws shall affect the rights of the holder of any such mortgage, or the indebtedness secured thereby, recorded prior to recordation of such amendment, unless the holder thereof, or of the indebtedness secured thereby, shall join in the execution of such amendment.

(c) The Board may, in its sole and absolute discretion, extend the provisions of this Section to the holders of a mortgage, or the indebtedness secured thereby, not otherwise entitled thereto.

Section 9. Definition. As used throughout these By-Laws the term "Mortgage" shall include deed of trust and the term "Holder" or "Mortgagee" shall include the party secured by any deed of trust, any beneficiary thereof and the Trustees named therein, their successors and assigns.

Section 10. Foreclosure of Assessment Lien. Foreclosure of the assessment lien shall not take place until after the mortgagee of that Unit is notified pursuant to Section 4(d) of this Article and the said mortgagee is given fifteen (15) days to obtain compliance by the Unit Owner with the assessment requirements herein before stated.

ARTICLE X

Use Restrictions

Section 1. Use. Except as provided in this Section all Condominium Units shall be used for residential purposes exclusively. The Board may provide for such temporary non-residential uses as may be permitted from time to time by the Board and by State and Local Laws. The two (2) officers and the basement shop unit are also permitted non-residential uses. Units are subject, however, to the following:

(a) A real estate sales and/or construction office may be erected, maintained, and operated in any Unit and/or on any part of the Regime during the period of original development, construction and sale, and no longer, provided, however, that such offices are used and operated in connection with the construction of or the Developer's sale of the Condominium Units. At such time as the last Unit is conveyed to a purchaser for value, the real estate sales and/or construction office or offices shall be removed from the Regime, within sixty (60) days thereafter.

(b) If any Unit Owner shall lease his unit for residential purposes, such lease shall be for a period or term of not less than six (6) months and shall first be submitted to the Board for its approval. No portion of any Unit (other than an entire Unit) shall be leased for any period. The Board shall approve or disapprove of any lease solely on the basis of whether such lease contains covenants obligating the Unit Owner's tenant to observe all Rules of the Board, as promulgated from time to time, and all restrictions and conditions imposed by the Declaration, By-Laws, and Rules in force at the time of signing said lease. If the Unit Owner fails to provide these documents, the Board may provide said documents, billing the reasonable cost of same to the Unit Owner. The Board shall have no right to disapprove a lease except as above provided. If the Unit Owner fails to comply with this subparagraph, such failure to comply shall be a violation of these By-Laws and enforceable at law or equity by the Board. The Board may adopt a "form" lease for the use by the Unit Owners.

(c) Nothing in these By-Laws shall be construed to prohibit the Developer from either using Units which Developer owns or leases from others for promotional or display purposes as "Models" or from leasing any Unit or Units which Developer owns.

(d) Any part of any Condominium Unit may be used as a physician's office for the treatment of patients; provided however, that the physician resides in the Condominium Unit in which the office is located and that local laws and ordinances are complied with.

(e) Any Unit designated on the Condominium Plats as nonresidential (NR), including the two office units and the basement workshop unit, shall be excepted from this Section 1, Article X, subject to all appropriate local zoning requirements, but such Unit may be used for residential or nonresidential purposes as its owner and his successors and assigns from time to time deem appropriate.

Section 2. Family Day Care. Family day care homes are permitted; provided, however, all family day care providers shall pay on a pro rata basis based on the total number of family day care homes operating in the Regime any increase in costs of the Condominium Master Insurance Policy as provided in Article XIII of these By-Laws that is solely and directly attributable to the

operation of the family day care homes in the Regime. Additionally, the Board shall impose reasonable fees not to exceed \$50.00 per year for use of General Common Elements on each Unit in which a family day care home is operated. Such additional insurance costs and General Common Element use fee shall be deemed an assessment and shall be collected in the same manner as a regulation assessment imposed pursuant to Article IX of these By-Laws. If a Unit is used to provide family day care, the Unit Owner shall comply with the provisions of Section 11-111.1 of the Act, and the Board shall require evidence of such compliance.

Section 3. Occupancy, Etc. The right to use or occupy any Unit within the Regime, reside therein permanently or otherwise, and the right to sell, lease or otherwise transfer or convey any Unit may be subject to such uniform objective standards relating to financial responsibility and/or character as may now or hereafter be set forth in these By-Laws. No such restriction shall be based upon age, race, religion, family composition, sex or place of national origin. The provisions of this subsection shall not apply to transfers made solely for the purpose of securing the performance of an obligation, transfers involving a foreclosure sale or other judicial sale or any transfer to a Mortgagee in lieu of foreclosure.

Section 4. Prohibited Uses and Nuisances.

(a) No noxious or offensive trade or activity shall be carried on within the Regime or within any Unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other Unit Owners.

(b) There shall be no obstruction of any General Common Elements, except as herein provided. Nothing shall be stored upon any General Common Elements, except as herein provided, without the approval of the Board. Vehicular parking upon General Common Elements shall be regulated by the Board.

(c) Nothing shall be done or maintained in any Unit, or upon any General or Limited Common Elements, which will increase the rate of insurance on any Unit or General or Limited Common Elements, or result in the cancellation thereof, without the prior written approval of the Board. Nothing shall be done or maintained in any Unit or upon General or Limited Common Elements which would be in violation of any law. No waste shall be committed upon any General or Limited Common Elements.

(d) No structural alteration, construction, addition or removal of any Unit or General or Limited Common Elements shall be commenced or conducted except in strict accordance with the provisions of these By-Laws, State and Local Laws.

(e) 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 any Unit, and upon the Common Elements, except that the Board may permit such animals on the Common Elements as in its sole discretion it deems proper; except that this shall not prohibit the keeping of caged birds as domestic pets or dogs or cats weighing less than twenty (20) pounds at maturity, provided that they are not kept, bred or maintained for commercial purposes, and provided further that their keeping will not constitute such type of noxious or offensive activity as covered in Section 3(a) of this Article.

(f) Except for such signs as may be posted by the Developer for promotional purposes and signs of a directional or informational nature, no signs of any character shall be erected, posted or displayed upon, in or from or about any Unit or the General or Limited Common Elements.

(g) Except as herein elsewhere provided: no junk vehicle or other vehicle on which current registration plates are not displayed; trailer; truck; camper; house trailer; recreational vehicle; or the like; shall be kept upon any Common Elements, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(h) No campers, trailers, boat trailers, recreational vehicles, automobiles or trucks of any kind or any other vehicle shall be kept or parked on any portion of the Property, except in Parking Space Limited Common Elements or other designated parking areas and only to the extent that such vehicles fit within the three-dimensional area limitations of each such Parking Space Limited Common Elements.

(i) No motorized vehicle of any kind shall be cleaned, washed or hosed down except in such areas as may be designated by the Board.

(j) There shall be no access to the attic of any part of the Condominium by any Unit Owner, their invitees, guests or assignees.

(k) No painting or other covering may be made or erected over the fire suppression system sprinkler heads.

(l) No part of the General or Limited Common Elements shall be used for commercial activities of any character. This subsection shall not apply to the use of Units or Common Elements by the Developer for its sole display, promotional or sales purposes.

(m) No burning of any trash, and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any Unit or upon any General or Limited Common Elements. Trash

and garbage containers shall not be permitted to remain in public view, except within locations designated by the Board. This subsection shall not apply to the Developer during the period of construction of the Regime.

(n) No hazardous or toxic substances or wastes, as defined now or in the future under Federal or State laws or regulations, shall be used or disposed of or used on any general or limited common elements, or through any sanitary or storm sewerage system within the units or the Regime. Storage, use, disposal and transportation of hazardous or toxic substances or wastes to or from any Unit or the common elements shall comply with all applicable Federal or State laws and/or Regulations. If any Unit Owner violates this Paragraph, such Unit Owner shall indemnify, defend and save harmless every other Unit Owner, the Council of Unit Owners, and the Board from any claim, charge, or cause of action by the Council or any other Unit Owner or any governmental authority for violation of any Federal, State or local laws or regulations relating to storage, use, disposal, and transportation of hazardous or toxic substances or wastes, including, but not limited, to attorney's fees and costs to remove hazardous substances or wastes and any and all fines or penalties levied or imposed by any governmental authority.


(o) No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be maintained upon any of the General or Limited Common Elements at any time except as permitted by written permission of the Board. Outdoor clothes dryers or clothes lines shall not be maintained upon the Common Elements at any time.

(p) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit or upon any General or Limited Common Elements without the prior written consent of the Board.

(q) No items or materials shall be hung on the exterior of the building or draped from windows over the exterior of the building except sales materials which may be utilized by the Developer.

(r) There must be opaque coverings over all exterior windows in Units. No window treatments shall be installed in any Unit which do not have a white backing.

(s) Between 11:00 p.m. and 9:00 a.m., there shall be no loud or unusual noises; musical instruments, radios, televisions, record players, phonographs, Hi-Fi sets, and amplifiers shall be used in such manner as not to disturb other Unit Owners.

 (t) Outdoor cooking is strictly prohibited on any of the General Common Elements or in the enclosed porches of a Unit except as to such areas as shall be designated by the Board.

(u) There shall be no violation of any Rules, whether for the use of the General or Limited Common Elements or for the governance of the Regime, which may from time to time be adopted by the Board and promulgated among the Unit Owners by said Board in writing; and the Board is hereby, and elsewhere in these By-Laws, authorized to adopt such Rules.

(v) The Board shall have the power to levy fines against Unit Owners for violation of these By-Laws or the Rules promulgated by the Board hereunder. Said power to levy fines is specifically subject to Article XII hereof. The Board shall also have the right to enforce compliance by injunction or other legal means as the Board deems appropriate.

Section 5. Parking Space Limited Common Elements. All Parking Space Limited Common Elements shall be used solely for parking and storage of motor vehicles. No commercial activity shall be permitted from these Parking Space Limited Common Elements, including commercial automobile work, repair, or extraordinary maintenance.

ARTICLE XI

Architectural Standards

Section 1. Architectural Standards Committee.

(a) Except for the original construction of the Units situate within the property by the Developer and any improvements to any Unit or to the General or Limited Common Elements accomplished concurrently with said original construction, and except for purposes of proper maintenance and repair, or as otherwise in these By-Laws provided, it shall be prohibited to install, erect, attach, apply, paste, hinge, screw, nail, build, alter, remove or construct any light, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, patios, balconies, platforms, decks, walls or to make any change or otherwise alter, including any alteration in color, in any manner whatsoever, to the exterior of any Unit or upon any of the General or Limited Common Elements within the property until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or other proposed form of change, including, without limitation, any other information specified by the Board (or its designated Committee), shall have been submitted to, and approved in writing by the Board, or by an "Architectural Standards Committee" designated by such Board.

(b) In the event the Board, or its designated Committee, fails to approve, or disapprove, such design and location within sixty (60) days after said plans and specifications have been

submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. If plans and specifications are not submitted, any and all alterations and/or changes shall be deemed violations of this Article.

ARTICLE XII

Hearing Procedures

Section 1. Statement of Purpose. It is the declared intention of the Council that Rules shall be adopted freely by the Board, and without the requirement of a vote of the Council as a requisite to their adoption. Each Rule adopted shall state that the Rule was adopted under the provisions of this Article and Section 11-111 of the Act. All Rules are intended to be adopted as supplements to, and not in lieu of, legally required provisions of these By-Laws. Should any adopted rules contradict any provisions of these By-Laws, as amended, said provisions of these By-Laws shall take precedence.

Section 2. Rules. All Rules proposed by the Board or by any committee appointed by the Board to act on its behalf shall be dated as of the date of the meeting at which they were considered, and shall be communicated to the Council in writing within seven (7) days after said meeting date, and shall be put forward before the Council for consideration and review by the process of Hearing and Comment.

Section 3. Rule Adoption - Hearing and Comment.

(a) Any notice of hearing so required shall include a copy of the proposed rule, its proposed effective date, the date, time, location, and agenda of the hearing, and shall be communicated by the Board to the Council by published form, or by any reasonable manner. The notice must be given to the Council at least fifteen (15) days prior to the meeting date.

(b) A quorum of the Board shall be in attendance at all public hearings; if a quorum is not present, a new hearing shall be scheduled within seven (7) days.

(c) A member of the Board shall preside over any hearings so convened and shall limit discussions within parameters of the published agenda. Any Unit Owners may appear and speak at these hearings, or by written statement.

(d) After comment is held on the proposed rule at the hearing, the Board shall vote on its passage. The rule will be adopted upon a majority vote of those members of the Board present and voting.

(e) The rule will be considered enacted unless, within fifteen (15) days after the Board vote, a petition calling for a special meeting is filed with the Board. The petition must be signed by at least fifteen percent (15%) of the Council of Unit Owners. Following the filing of a petition, the Board shall schedule a special meeting of the Council of Unit Owners, to be held within thirty (30) days after the Board's receipt of the petition. Written notice of the meeting must be given to each Unit Owner at least fifteen (15) days prior to the special meeting date.

(f) A quorum of the Council of Unit Owners must be in attendance at the special meeting. If a quorum is not present, the rule will be considered final. If a quorum is present, and fifty percent (50%) of the Unit Owners present and voting disapprove the rule, the rule will be considered void; provided those Unit Owners voting to disapprove number at least thirty-three percent (33%) of the total votes of the Council of Unit Owners.

Section 4. Right of Appeal.

(a) Each Unit Owner shall have a right to appeal to the Board for an individual exception to any rules or regulations adopted by the Board.

(b) The appeal period shall begin on the effective date of the rules, and shall run for a period of fourteen (14) days.

(c) No appeals shall be considered, except by permission of the Board if filed after the expiration of the appeal period.

(d) All appeals shall be in writing, shall be signed and dated by the Unit Owner or Owners making such appeal, and shall be delivered to a member of the Board. The Board shall consider all appeals and shall render a decision at its next regularly scheduled meeting. Said decision shall be in writing, and shall be addressed to the Unit Owner or Owners making the appeal. If the Board shall deny an appeal, there shall be no requirement of publication as to the denial.

(e) If the Board shall uphold an appeal, thus granting an individual exception to an adopted rule, the Board shall publish, or communicate in a reasonable manner, to the Council an explanation of the reasons for granting the exception.

Section 5. Effect of Rules. Any Rules, when adopted in accordance with the above procedures, shall have the same effect as if they were incorporated in these By-Laws by direct reference. Said Rules, upon proper adoption under the above procedures, shall be enforced in the same manner as all other provisions of the By-Laws.

ARTICLE XIII

Insurance

Section 1. Insurance.

(a) The Board acting on behalf of the Council shall obtain and maintain to the extent reasonably available the following insurance, as a Condominium Master Insurance Policy which shall be an item of Common Expense:

(1) Property insurance on the Common Elements and Units, exclusive of improvements and betterments installed in Units by Unit Owners, insuring against all risks of direct physical loss commonly insured against or, in the case of a conversion condominium, against fire and extended coverage perils. The total amount of insurance may not be less than the full replacement cost of all insurable improvements within the Condominium; the policy may, however, contain a "deductible" provision provided the total insurance after application of deductibles will not be less than one hundred percent (100%) of the actual cash value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and

(2) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board of Directors but not less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements.

(b) The Council shall give notice to all Unit Owners of the termination of any insurance policy within ten (10) days of termination. The Council in any event may carry any other insurance it deems appropriate to protect the Council of Unit Owners or the Unit Owners.

(c) Insurance policies carried pursuant to subsection (a) shall provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his/her ownership of an undivided interest in the Common Elements or membership in the Council;

(2) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his/her household;

(3) An act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Council

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of Unit Owners, does not void the policy and is not a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

(d) Any loss covered by the property policy under subsection (a)(1) shall be adjusted with the Council, but the insurance proceeds for that loss shall be payable to any insurance Trustee designated for the purpose, or otherwise to the Council, and not to any Mortgagee. The insurance Trustee or the Council shall hold any insurance proceeds in trust for Unit Owners and lien holders as their interest may appear. Subject to the provisions of Article XIV, Section 1, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored, or the Condominium is terminated.

(e) An insurance policy issued to the Council does not prevent a Unit Owner from obtaining insurance for his own benefit.

(f) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the Council and, upon request, to any Unit Owner, Mortgagee, or beneficiary under a Deed of Trust. The insurance may not be cancelled until thirty (30) days after the notice of the proposed cancellation has been mailed to the Council of Unit Owners, each Unit Owner and each Mortgagee to whom certificates of insurance have been issued.

(g) It is recommended by the Board that each Unit Owner should obtain his own insurance policy on his Unit in the HO-6 form with an "improvements and betterments", "alterations and additions" or similar endorsement. NOTICE IS HEREBY GIVEN BY THE DEVELOPER THAT THE CONDOMINIUM MASTER POLICY REFERRED TO IN SECTION 1 OF THIS ARTICLE DOES NOT INSURE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, BETTERMENTS OR MODIFICATIONS TO ANY UNIT AS SOLD BY THE DEVELOPER.

ARTICLE XIV

Casualty Damages

Section 1. Use of Insurance Proceeds.

(a) Any portion of the Condominium damaged or destroyed shall be repaired or replaced promptly by the Council of Unit Owners unless:

- (1) The Condominium is terminated;
 - (2) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or
 - (3) Eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild.
- (b) The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.
- (c) If the damaged or destroyed portion of Condominium is not repaired or replaced:
- (1) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
 - (2) The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned; and
 - (3) The remainder of the proceeds shall be distributed to all the Unit Owners in proportion to their Common Element interest.
- (d) If the Unit Owners vote not to rebuild any Unit, that Unit's entire Common Element interest, votes in the Council of Unit Owners, and Common Expense liability are automatically reallocated upon the vote as if the Unit had been condemned and the provisions of the Declaration shall govern, and the Council promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, the Act governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE XV

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Council shall begin on the first day of January every year and end on the 31st day of December except that the first year of the Council shall begin on the date of the recording of the Declaration. The commencement date of the fiscal year herein established shall be subject to change by the Board in its discretion.

Section 2. Books and Accounts. Books and accounts of the Council shall be kept under the direction of the Treasurer in accordance with good accounting practices. The same shall include

books with detailed account, in chronological order, of the receipts and expenditures affecting the Regime and its administration and shall specify the maintenance and repair expenses of the General and Limited Common Elements and services and any other expenses incurred. That amount of any assessment required for payment on any capital expenditures of the Council shall be credited upon the books of the Council to the "Paid-in-Surplus" account as a capital contribution by the Unit Owners.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Regime shall be audited and if such audit is by an independent Certified Public Accountant, his report shall be prepared, and may be certified, in accordance with generally accepted auditing standards. Based upon such audit or report, the Council shall furnish the Unit Owners with an annual financial statement, including the income and disbursements of the Council.

Section 4. Inspection of Books. The books and accounts of the Council and vouchers accrediting the entries made thereupon, shall be available for examination by the Unit Owners and/or their duly authorized agents, attorneys and mortgagees, during normal business hours, after reasonable notice of a request for inspection is given to the custodian of the records.

ARTICLE XVI

Amendments

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Unit Owners representing sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the total votes of the Regime at any meeting of the Council duly called for such purposes in accordance with the provisions of the Act. Amendments may be proposed by the Board or by a Petition signed by Unit Owners representing at least twenty percent (20%) of the total votes of the Regime. A description of the proposed amendment shall accompany the notice of the regular or special meeting at which such proposed amendment is to be voted upon, and said notice shall also be given to the holders of all first mortgages in the Regime. Any amendment adopted by the Council shall be effective only upon recordation among the Land Records of Harford County. The recorded amendment shall set out the Sections of these By-Laws being amended and the applicable provisions of the Act. The provisions of this Article are subject to the rights of the Developer as set out in Paragraph 22A of the Declaration.

ARTICLE XVII

Notice to Council

Section 1. Ownership - Book (The Roster). The Secretary of the Council or the management agent, if so designated, shall maintain a current roster of names and addresses of each Unit Owner to which notice of meetings of the Council shall be sent and each Unit Owner shall furnish the Council with this information. No Unit Owner may vote at meetings of the Council until this information and that required in Section 2 of this Article is furnished.

Section 2. Mortgages. A Unit Owner who mortgages his Unit shall notify the Secretary of the Council or its agents of the name and address of his mortgagee and the Council shall maintain such information in a book entitled "Mortgagees of Units."

ARTICLE XVIII

Mortgagees

Section 1. Change in Percentage Interest in Common Elements. The consent of all mortgagees, obtained in advance in writing, is mandatory if the Council should adopt any change in the pro-rata interest of the Unit Owners in the Common Elements of the Regime.

Section 2. Right to Inspect Books. All mortgagees shall have the right to inspect the books of the Regime, obtain financial statements, and review budgets of the Regime.

Section 3. Notice of Meetings. All mortgagees, upon request, shall have the right to notification of and attendance at all general and special meetings of the Council and shall be permitted to express any views at such meetings as they may wish to convey to the Council.

Section 4. Rental by Mortgagee. All mortgagees shall have the right, notwithstanding any provision herein to the contrary, to rent any Units which such mortgagee or mortgagees may own through foreclosure sale or voluntary sale, free from any restriction herein against leasing.

Section 5. Notice of Loss or Taking. The Board shall notify Mortgagees, the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, if applicable, in writing if any loss or taking of the Common Elements exceeds Ten Thousand Dollars (\$10,000.00) or if damage to a Unit exceeds One Thousand Dollars (\$1,000.00).

ARTICLE XIX

Compliance - Interpretation - Miscellaneous

Section 1. Compliance. These By-Laws are set forth in compliance with the requirements of the Act and all applicable State and local laws and ordinances notwithstanding anything in these By-Laws to the contrary, whether expressed or implied.

Section 2. Conflict. These By-Laws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the Act. In the event of any conflict between these By-Laws and the Declaration, the provision of the Declaration shall control; in the event of any conflict between the By-Laws and the applicable Sections of the Act, the provisions of the Act control.

Section 3. Resident Agent. Michael H. Mannes, Esquire, Weinberg and Green, 100 South Charles Street, Baltimore, Maryland 21201, a resident of Maryland, is designated as the person authorized to accept service of process in any action relating to the Regime or to the General or Limited Common Elements, as authorized under the Act. The Board may, at its discretion, substitute another Resident Agent for the purpose of accepting such service of process as set forth above, provided that proper notification of such change be promptly filed with the Maryland State Department of Assessments and Taxation. Following the first annual meeting of Council, the names and mailing addresses of the officers and directors shall be registered with the Department of Assessments and Taxation. An updated list of said officers, directors, resident agent and managing agent, if any, shall be provided to the Department of Assessments and Taxation on the following April 15th and each April 15th of each and every year thereafter during the continuation of the Condominium.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions and Table of Contents. The captions and table of contents contained in these By-Laws are for convenience and ease of use only, and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, Etc. Whenever in these By-Laws the context so required, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS the hand and seal of the Developer, this 7 day of August, 1990.

WITNESS/ATTEST:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc., General Partner

Carol J. Orpin

By: William Fleischer (SEAL)
Vice President

STATE OF MARYLAND

County OF BALTIMORE

ss:

I HEREBY CERTIFY that on this 7th day of August, 1990, before me, a Notary Public of the State and County aforesaid, personally appeared William Fleischer, who acknowledged himself to be the Vice President of Harford Land Development, Inc., General Partner of Harford Land Development Limited Partnership, and that he, as such Vice President of the corporate general partner, being authorized so to do, executed the foregoing By-Laws for the purposes therein contained, as the act of the limited partnership.

Kathleen Anne Shaffer
Notary Public

My Commission Expires: Oct. 1, 1994



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DECLARATION
OF
ENGLISH COUNTRY MANOR CONDOMINIUM
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DECLARATION

OF

ENGLISH COUNTRY MANOR CONDOMINIUM

97
THIS DECLARATION, Made this 7 day of August, 1990, by Harford Land Development Limited Partnership, a Maryland limited partnership, hereinafter referred to as the "Developer" or "Declarant."

WHEREAS, the Developer holds fee simple title to certain land situate in Harford County, Maryland, and described in the Plats of Condominium Subdivision, hereinafter referred to as the "Property," and desires to submit the whole of said land, together with the buildings erected thereon and all rights, alleys, ways, privileges, appurtenances and advantages thereunto belonging, or in any way appertaining, to a Condominium Regime established under the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended (hereinafter called the "Act") and hereby to establish for the Property a Condominium Regime (hereinafter called the "Regime"); and

WHEREAS, the Property shall be held, conveyed, divided, subdivided, leased, rented and occupied, improved, hypothecated or encumbered, subject to the covenants, restrictions, uses, limitations, obligations, easements, equitable servitudes, charges and liens, hereafter set forth, including provisions of the By-Laws of the English Country Manor Condominium intended to be recorded immediately following hereafter among the Land Records of Harford County, and all notes, legends, memoranda and other data appearing on the Condominium Plats hereinafter described, all of which are declared and agreed to be in aid of a plan for the improvement of the Property, and the division thereof into condominium units and common elements and shall be deemed to run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, its successors and assigns, and any person acquiring or owning an interest in the Property and improvements, including without limitation, any person, group of persons, corporation, trust or other legal entity or any combination thereof which holds such interest solely as security for the performance of an obligation.

NOW THEREFORE, THIS DECLARATION WITNESSETH: That Developer, its successors and assigns, does hereby expressly establish and declare the following:

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1. Creation of the Condominium Regime.

A. The Developer hereby submits the land described in the Plats of Condominium Subdivision, hereinafter referred to, Sheets 1 through 3 (recorded simultaneously herewith), entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1" to a Regime provided for by the Act, and establishes a Regime as therein provided containing one (1) building having a total of twenty (20) units, common elements and limited common elements, parking space limited common elements and parking spaces which are part of the general common elements.

B. Said land as improved by the building and improvements constructed thereon is more fully described in Plats recorded among the Land Records of Harford County simultaneously herewith consisting of three (3) sheets designated as:

Sheet 1 - Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1

Sheet 2 - Phase 1, Building 3, English Country Manor Condominium

Sheet 3 - Phase 1, Building 3, English Country Manor Condominium

Said Plats are considered a part hereof as if fully incorporated herein.

2. Additional Phases.

A. The Developer intends to construct sixteen (16) additional buildings and common elements as shown on Sheet 1 of the Copdominium Plat aforesaid in sixteen (16) additional areas designated thereon as Future Phases, hereinafter called the "Additional Phases," and hereby reserves the irrevocable right for a period of seven (7) years after the date hereof to add such Additional Phases to the Regime established hereunder, in accordance with the procedure provided herein and in the Act, as the same is in force from time to time, up to a maximum of three hundred thirty-two (332) additional units and common elements; so that the maximum total number of units in the Regime, when fully expanded, shall be three hundred fifty-two (352).

B. Each Unit Owner in the Regime established hereunder, as the same is constituted from time to time, and each holder of a mortgage on any such Unit or beneficiary of or Trustee in a deed of trust on any Unit, shall be deemed to have acquiesced to the Amendment of this Declaration, and By-Laws and the Supplement to the Condominium Plats as may be required for the purpose of adding the additional Units and Common Elements as set forth above and shall be deemed to have given the Developer, its successors and assigns and Trustees under Deeds of Trust, an irrevocable power of attorney, coupled with an interest, to

effectuate such Amendment and to have agreed to and covenanted to execute such further documents, if any, as may be required by the Developer to properly accomplish such Amendment.

C. The submission of the Additional Phases shall be accomplished by the Developer filing among the Land and Plat Records of Harford County, Maryland, the appropriate Amendment to this Declaration and Supplement to the Condominium Plats, containing appropriate certifications that the Phase in question has been completed as shown thereon, and the Developer, its successors and assigns, conveying unto each Unit Owner in the Phase to be added by such Amendment an undivided interest in the Common Elements of the Phase submitted to the Regime prior to such Amendment, along with an undivided interest in the Common Elements of the Phase to be added by such Amendment, such interests to be in proportion to the Percentage Interests as set forth in Paragraph 7 hereof and applicable, as therein provided, to the Regime after the addition of the Phase submitted by such Amendment. In order to effectuate the foregoing, the undivided interests in the Common Elements in the Phase submitted to the Regime prior to the Amendment in question, which are to be conveyed to Unit Owners in the Phase to be added by such Amendment shall automatically revert to and be vested in the Developer, its successors and assigns and Trustees under Deeds of Trust, upon the filing of such Amendment.

D. It is the further intent and purpose hereof and it is hereby declared, that as each Additional Phase is added to the Regime, each owner of a Unit in the Regime as the same is constituted prior to the Amendment in question (and the holder of any mortgages or beneficiary of or Trustee in any Deed of Trust on such Unit, as its interests appear), shall have and be vested with an undivided interest in the General Common Elements in the Additional Phase added, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 7 hereof and applicable as therein provided to the Regime after the addition of the Phase submitted by such Amendment, and that such vesting shall occur immediately, and absolutely, upon the filing of the Amendment adding the Additional Phase without the necessity of any separate conveyance of such interests.

E. It is the further intent and purpose hereof, and it is hereby specifically declared, that the provisions of Section 11-120 of the Act shall be applicable to the Regime created hereunder and the Developer does hereby elect to conform to the requirements of Section 11-120.

F. The foregoing notwithstanding, the Developer shall execute and record, from time to time, as may be reasonably required by any Unit Owner or holder of any mortgage or any beneficiary of any Deed of Trust on any Unit, such other and further instruments of conveyance as may be necessary in the

circumstances to validly carry out the intent and purpose set forth above with regard to vesting of interests in the Common Elements.

G. The Developer, and any Successor Developer (hereinafter defined), without the consent of the Unit Owners, shall have the right to change, modify or substitute building and unit types to be constructed upon the Property, and to add additional phases in any order it determines, as said Property is now or hereafter submitted to this Regime.

3. The Developer and Its Designated Successors.

A. As used herein "Developer" shall mean Harford Land Development Limited Partnership. "Successors" of the Developer shall mean each person, firm, or corporation to whom the Developer, 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 subparagraph B hereof and each of such assignees, heirs, personal representatives and successors; provided that no Unit Owner, mortgagee, trustee, lessee, or contract purchaser, shall, merely by virtue of its status of such, be deemed to be the Developer.

B. The Developer shall be entitled at any time to assign to any person, firm, or corporation ANY or all of its right, title, and interest hereunder (including, by way of example rather than of limitation, the Developer's rights (and any proxy under, or held pursuant to the provisions of the Declaration) by an instrument which makes specific reference to this subparagraph, and is executed and delivered by the Developer and such assignee and recorded among the Land Records of Harford County. On making such assignment, such assignee shall succeed to all of the Developer's right, title, and interest as such hereunder. 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, or agents.

C. Any Successor Developer shall have the same rights and privileges as the Developer including the right to exercise the power of attorney coupled with an interest granted to the Developer for such purposes as herein granted.

4. Description of the Buildings. English Country Manor Condominium, Phase 1 consists of one (1) building containing a total of twenty (20) separately designated and legally described fee simple estates, consisting of Building 3, Units A-J 601 Thames and Units A-J 603 Thames ("Condominium Units"), as shown on the "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1" prepared and certified by Kidde Consultants, Inc., 1020 Cromwell Bridge Road, Towson, Maryland, 21204, registered surveyors in the State of Maryland, which Plats are intended to be recorded simultaneously herewith. The building is a two (2) and three (3) story structure.

5. The Name of the Condominium. This Condominium Regime shall be known as: ENGLISH COUNTRY MANOR CONDOMINIUM.

6. Units.

A. Units.

1. Each Unit shall be conveyed by the name of the Condominium and its Condominium Unit number (which numbers are designated on Sheets 2 through 3 of the Plats for said Condominium). The dimensions, area, and location of each Condominium Unit are shown on the Plats of the Condominium as described above.

2. Each Unit shall consist of an enclosed space or spaces designated as a single family dwelling. The Unit shall occupy that part of the building as shown on the Plats recorded as aforesaid.

3. Each Unit shall consist of:

a. A three dimensional area generally described by planes as follows, the location of these planes is as specifically designated on the Condominium Plats aforesaid:

i. Bottom. The bottom of the Unit is a horizontal plane through the top of the floor and extending in every direction to the points where it closes with vertical planes forming the perimeter of the Unit;

ii. Top. The top of a first floor unit is a horizontal plane through the bottom or underside of the ceiling above the first floor units. For second floor units in a three (3) story building, the top of such unit is a horizontal plane through the bottom or underside of the ceiling above the second floor unit. For second floor units in a two (2) story building or section of a building and for third floor units, the top of such units is a plane extending to the bottom chord of the roof truss, excluding from such space all structural elements including but not limited to trusses, hanger bars, girders, and ceiling or floor support grid systems. All plumbing lines serving the unit above any unit shall be excluded from all units;

iii. Perimeter. The perimeter of the Unit is circumscribed by vertical planes which are formed by the stud interior face of the sheetrock forming the walls of the Unit and extending to intersect the top of the Unit and the bottom of the Unit, and are more particularly shown on the Condominium Plats.

b. Any air space lying upward from the bottom of the Unit, inward from the perimeter of the Unit and below the top of that Unit;

c. Improvements which shall include, but not be limited to: Interior partitions; interior and exterior doors; windows; pipes; conduits; ducts; switches, vents, wiring, fixtures or other facilities for the provision of heat, ventilation, air conditioning, plumbing, electrical power, lighting, telephone service or television reception (to the extent such ownership is not retained by the company supplying such service); and all plumbing, electrical and mechanical equipment within the Unit designed for use by that Unit only;

d. The heat pump, heat pump pad, and the air space above (but extending only up to the plane 10 feet above the top of the heat pump pad, as they appear on the aforesaid Plats, even though the same may be within the General or Limited Common Elements as defined herein);

each Unit;

e. Storage lockers on the porches of

f. Sprinkler heads;

g. Fireplaces excluding flue stacks; and

h. All improvements contained within the aforesaid three dimensional space.

4. Except as otherwise provided herein and in Paragraph 22 below, each Unit in the Condominium shall be used only for residential purposes by the Unit Owner or Owners thereof, his family, guests, invitees, or other occupants, or the lessees of the Unit Owner, their families, guests, invitees or other occupants. The Board of Directors of the Council of Unit Owners (hereinafter, the "Board") may approve (which approval may be rescinded) incidental use of a portion of a particular Unit for personal office use. The Developer may, until all Units have been sold and settled for, use one or more Units in one or more buildings, at its discretion for model Units for purposes of sale and for a sales office. The Developer shall designate (i) a maximum of two (2) units in Building 1 to be used as offices for the provision of services to the Regime which units may be converted from offices to residential use by the then Unit Owners and (ii) the basement shop Unit (when annexed into the Regime) in the building described in Paragraph 4 above, as such unit will be shown on the Supplemental Plats, shall be designated for use as a maintenance workshop to service the Regime. No Unit may be leased by any Unit Owner for a period of less than six (6) months.

B. General Provisions Applicable to Units.

1. It is the intention that each Condominium Unit shall consist of that space shown on the Condominium Plans recorded as aforesaid as the Unit area both in the horizontal and in the vertical.

2. Each Unit and the General and Limited Common Elements (described generally hereinafter), are more specifically shown on the Plats aforesaid and Developer intends that said Plats shall diagrammatically govern where this Declaration is silent.

3. No building or structure shall ever be erected, constructed, altered, reconstructed, placed or permitted to remain on all or any part of the land of the Condominium other than dwelling units designed for single family occupancy including residential condominium units in connection with the establishment of a Condominium Regime pursuant to the Act, or buildings or structures rendering service or providing recreational facilities to the Regime, except as set forth in Paragraph 6.A.4., or in Paragraph 4 above or in Paragraph 22 below, and associated improvements for the exclusive use and benefit of all Unit Owners.

4. Notwithstanding anything to the contrary set forth in this Declaration, two (2) or more Units which are located on the same floor and are adjacent, and are held under common ownership, may be connected through an interior wall which is a General Common Element (as hereinafter defined) by doorways or portals; subject, however, to the following conditions which must be satisfied prior to the construction of such doorway or portal:

a. Such construction shall not interfere with water lines, sewer lines, electrical cables, telephone cables, CATV cables, gas lines, heating/air conditioning/ventilation ducts, or other utilities serving any other Unit in the Regime;

b. The Unit Owner shall obtain and submit to the Board a certificate from an architect or engineer licensed in the State of Maryland that the construction will not jeopardize or otherwise affect the structural integrity of the Regime or any other Units;

c. All building and other necessary permits shall be obtained from the Town of Belair or any other appropriate authority, and a copy of the permit is submitted to the Board;

d. Written permission from the Board and the Architectural Standards Committee, which permission shall not be unreasonably withheld; and

e. The Unit Owner connecting the adjacent Units shall prepare, at his own expense, the proper amendment to this Declaration and amendment to the Plats, pursuant to Section 11-115(3) of the Act, and shall cause the amendment to the Declaration and Plats to be recorded among the Land Records of Harford County, at the Unit Owner's sole cost and expense.

Notwithstanding the above, the Developer need not satisfy any of the above conditions in order to connect two (2) or more adjacent Units on a single floor for the purposes outlined in Paragraph 4 above.

7. Percentage Interests.

A. Each Unit shall have the same Percentage Interest in the Common Elements of the Condominium Regime. The Percentage Interest in the Common Elements of the Condominium Regime for each Unit, expressed as a fractional formula, shall always have as its numerator the number 1 and the denominator thereof shall be the total number of Units submitted to the Regime.

B. The Percentage Interest in the Common Expenses and Common Profits for each Unit in each Phase shall be calculated in accordance with the preceding Paragraph 7.A. hereof. The Percentage Interests may be changed only in accordance with the Act.

8. Description of Common Elements.

A. All areas and facilities which are not part of a Unit comprise the General Common Elements, as graphically shown on the Plats aforesaid, including, but not limited to: all streets, curbs; sidewalks; entrance walks; every foundation wall; exterior wall; portion of a party wall; roof; column; girder; beam; support; stairway; floor; partition, entrance and exit, front steps and interior stairways and entrance halls, recreational areas; parking areas excluding Parking Space Condominium Units, lawn areas, except as hereinafter modified; trees and shrubbery; conduits, sewers, water mains, fire suppression systems (excluding the fire suppression system sprinkler heads in the Manor House, which shall be Limited Common Elements), storm drains and other lines except such conduits and lines which serve or service only one Unit; exterior lighting; mailbox clusters; dumb waiter shafts; and all other devices rationally of common use and necessary to the upkeep, use and safety of the building; and all other conduits, wire outlets, and utility lines regardless of location; and all other parts of the Regime and apparatus and installations existing in the building or for common use or necessary or convenient to the existence, maintenance or safety of the Regime.

B. The General Common Elements also include all yards except the Limited Common Elements hereinafter described.

C. The General Common Elements shall be exclusively owned in common by all of the Unit Owners. The General Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of the whole or any part thereof except as otherwise provided by the Act and in that event all mortgagees must, in writing, consent.

D. Except as hereinabove provided, all Common Elements in English Country Manor Condominium are subject to perpetual easements for the use in common thereof for ingress, egress and utilities. This provision and covenant shall run with the land and the benefits and burdens thereof, shall inure to the benefit of and be binding upon the Developer, its successors and assigns and the Unit Owners, their heirs, successors, personal representatives and assigns.

E. The cost of maintaining, repairing and replacing the Common Elements, both Limited and General, shall be borne by the Council of Unit Owners as an item of the Common Expense except, as hereinafter provided in Paragraph 17.

F. Each Unit Owner, in proportion to his Percentage Interest in the Common Expenses and Common Profits, shall contribute toward payment of the Common Expenses and 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 of them, or by the abandonment of his Unit. The contribution of each Unit Owner toward Common Expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Harford County simultaneously herewith (hereinafter called the "By-Laws").

G. As defined in the Act, this Regime has the following Limited Common Elements:

1. The balconies, decks and patios of Units, as shown on the aforesaid Plats, which balconies, decks, and patios are limited to the use of the Unit binding thereon;
2. The flue stacks in Units;
3. Fire Suppression system sprinklerheads in the Manor House; and
4. Parking Space Limited Common Elements.

a. Each Parking Space Limited Common Element shall consist of the three-dimensional air space within a rectangular box, the base of which is the outline of the Parking Space Limited Common Element as shown on the Condominium Plat. The lower vertical boundary of any such Parking Space Limited Common Element is a horizontal plane abutting and coincident with but not including the uppermost side of the pavement or concrete, extending to intersect the lateral boundaries thereof. The upper vertical boundary is a horizontal plane abutting and coincident with and including the uppermost surface of the covering above the Parking Space Limited Common Element, extending to intersect the lateral boundaries thereof. The lateral boundaries of such Parking Space Limited Common Element are the vertical planes which

form the front, rear and sides of the outline of the rectangle shown on the Plat extended so as to intersect the above-mentioned lower and upper boundaries.

b. All Parking Space Limited Common Elements in Phase 1 of the Regime hereby created are hereby assigned to Unit 603-B, Thames, in Building 3 as shown on the Plats. It is the intention of the Developer to grant Parking Space Limited Common Elements to Unit Owners who purchase a Parking Space Limited Common Element, by deed pursuant to Section 11-108(b) of the Act.

c. and d. - See page 10A.

e. Only a Unit Owner may own a Parking Space Limited Common Element. Said parking space shall be numbered and that number shall be registered to the Unit Owner. The Secretary of the Council shall keep such a registry. Parking Space Limited Common Elements may only be sold to other Unit Owners and may only be leased to other Unit Owners.

9. Condominium Units and Common Elements.

A. If any Common Elements, or any part thereof, now or at any time hereafter, encroaches upon any Unit, or any Unit encroaches upon any Common Element or other Unit, whether such encroachment is attributable to construction, settlement, or shifting of the building, or any other reason whatsoever beyond the control of the Board or 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 Board or for the Unit Owner, their respective heirs, personal representatives, successors and assigns, to provide for the encroachment and non-disturbance 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.

B. 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 Paragraph without specific or particular reference to such easement.

10. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving other Units and located in his Unit.

11. Easements.

A. In addition to the easements reserved on the Plats aforesaid for the benefit of the Developer, its successors

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c. Any Parking Space Limited Common Elements constructed or created in any Additional Phase of the Regime are hereby assigned to the same Unit in Building 3, as designated in 8.G.4.b. above.

d. When Building 1, the Manor House, is annexed into the Regime, all Parking Space Limited Common Elements initially restricted to the use of Unit B 603 Thames, in Building 3, except those Parking Space Limited Common Elements granted to Unit Owners by the Developer, shall be re-assigned to Unit 1E 600 Squire, in Building 1, the Manor House.

- 10A -

ORDER 1650 FOLIO 091

and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust:

1. Developer, for itself, its successors and assigns, hereby declares that every Unit Owner shall have a perpetual easement in, upon, through and over the land shown on the Plat recorded simultaneously herewith, to keep, maintain, use, operate, repair and replace his Unit in its original position and in every subsequent position in which it changes by reason of the gradual forces of nature and the elements.

2. Developer hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the Common Elements, for as long as the said Developer, its successors and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust, shall be engaged in the construction, development and sale of Units, which easement shall be for the purpose of construction, installation, maintenance and repair of the existing buildings and appurtenances thereto, for ingress and egress to all Units and all Common Elements, and for use of all sidewalks, walkways, roadways, parking areas, and existing and future model units for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for a period of seven (7) years after the date of delivery of the Unit deed for such purposes as may be reasonably necessary for the Developer or its agents to complete the Regime or service any Unit thereof, upon the giving of reasonable notice to the Unit Owner.

3. Developer reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the land comprising the Common Elements for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Regime.

4. Each Unit Owner shall have a perpetual easement for the continuance of any encroachment by his Unit on any adjoining Unit or on any General or Limited Common Element, now existing as a result of construction of the building or which may come into existence hereafter as a result of the reconstruction of the building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the building stands.

B. The Council or their authorized designee shall have an irrevocable right and easement to enter Units to make repairs when the repairs appear reasonably necessary for public safety or to prevent damage to other portions of the Condominium Regime. Except in cases involving manifest danger to public

safety or property, the Council of Unit Owners shall make a reasonable effort to give notice to the Owner of any Unit to be entered for the purpose of such maintenance and repair. If damage is inflicted on the Common Elements or any Unit through which access is taken, the Unit Owner responsible, or the Council of Unit Owners if it is responsible, is liable for the prompt repair thereof. An entry by the Council of Unit Owners for the purposes specified in this Paragraph may not be considered a trespass.

C. The Council shall have the authority to grant such easements, rights-of-way, licenses, leases in excess of one (1) year or similar interest through or over the Common Elements as is provided in the Act.

12. Additional Associations.

A. If, in the future, additional condominium regimes or homeowners associations or rental apartment projects are established upon the land now owned by the Developer adjacent to Phase I of the Condominium, and/or any additional phases of this Regime, as the same may be constituted from time to time, all of which land is shown on Sheet 1 of the Condominium Plat, the Developer, for itself, its successors and assigns and Trustees under Deeds of Trust, hereby declares that each Unit Owner in such regime(s) or member in such association(s) or Owner and Tenant in such rental apartment project(s) shall have a perpetual easement in certain common elements of this Regime, hereinafter set forth and the Unit Owners in this Regime shall have a perpetual easement in the common elements of such other regime(s) or in the common areas of such other association(s) or rental apartment project(s) for the following purposes:

1. to maintain, use, repair and replace all existing storm sewage, sanitary sewage and water distribution systems and roadways used by Unit Owners, Members or Owners and Tenants in the regimes or associations or rental apartments to serve this Regime and/or as ingress or egress to their property;

2. for the subterranean installation, maintenance, repair and replacement of any pipe, cable, wire, fiber optics or other conduit of gases, liquids or energy supplying water, sewage, telephone, radio, television, electricity, natural gas, heat or other similar services to the regime or association or members of the regime or association subject, however, to the provisions that where the work to be done is not a repair or replacement of any then existing facility it shall be done only with the written permission of this Regime or the members or the directors of the condominium regimes or homeowners association or Owner of the rental apartment project(s) involved, which permission shall not be unreasonably withheld; and

3. In the event such work is done, the regime or the members or the directors of the regime or homeowners association or Owner of the rental apartment project(s) may

require that the work be done at the expense of the regime or the members of the association or the Owner of the rental apartment project seeking to exercise the rights granted hereunder and subject to such other terms and conditions as are just and reasonable.

B. If such additional regime(s), association(s) or rental apartment project(s) is/are created, the Developer, for itself, its Successors and assigns and Trustees under Deeds of Trust, hereby declares that the Unit Owners or members in such additional regime(s) or association(s) or Owners and Tenants in such rental apartment project(s) shall have the right to use and enjoy, subject to this Declaration, the By-Laws and all rules of this Regime, in common with each Unit Owner in this Regime, the following common elements of this Regime: the utilities and their associated distribution systems; the landscaping on all Common Elements of this Regime; the roadways; and maintenance shed, if any, (herein the "Items of Common Use"); and shall be obligated to pay an assessment therefor; levied on an annual basis as further provided herein. The assessment for Items of Common Use shall be made a mandatory lien upon each unit or home or the rental apartment project by an appropriate document recorded among the Land Records of Harford County, Maryland, said document to be recorded, not later than contemporaneously with the recordation of the declaration establishing the additional regime or association or the issuance of an occupancy permit for the first building to be occupied in the rental apartment project; said document shall provide not only for the assessment and the lien thereof but also for a method of collection and disbursement to this Regime and shall include a provision for reserves for replacement of the Items of Common Use aforementioned. The amount of the assessments for Items of Common Use shall be determined annually by the Owner of the rental apartment project, and the Presidents of the additional regime(s) or association(s) and the President of the Counsel of Unit Owners of this Regime at a meeting duly called for that purpose. The assessment so levied and collected shall be apportioned between this Regime and any additional regime(s) or association(s) based upon the proportion of residential units, dwellings or rental apartments within each regime, association or rental apartment project (the numerator) to the total number of residential units, dwellings and rental apartments within the boundaries of the entire tract of land shown on the Plats aforesaid (the denominator). The proportionate amount per regime, association or rental apartment project arrived at in the previous sentence shall be multiplied by the Common Expenses of this Regime for those Items of Common Use specified above (and any other Items of Common Use as may later be agreed upon) for each full fiscal year of Common Use or any fraction thereof, commencing upon the recordation of the appropriate document creating such additional regime or association.

13. Units Subject to Declaration, By-Laws and Rules.
All present and future owners, tenants, and other occupants of Units shall be subject to, and shall comply with, the provisions

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

14. Membership and Voting in Council of Unit Owners. Each Owner of a Unit shall automatically, upon becoming the Owner of a Unit or Units, be a member of the Council of Unit Owners of this Condominium Regime (hereinafter referred to as the "Council") and shall remain a member of said Council until such time as his ownership ceases for any reason, at which time his membership in said Council shall automatically cease. Each Unit in each phase shall have one (1) vote at meetings of the Council and said one (1) vote is appurtenant to each Unit.

15. Notice to Mortgagees. All amendments to this Declaration affecting those limitations contained in Section 11-103(c)(1)(i) through (iv) of the Act, as amended, must be approved in writing by the holder of any mortgage or the Beneficiary or Trustee under any Deed of Trust on any Unit and said holder or Beneficiary or Trustee shall be given thirty (30) days written notice of any such proposed amendment or amendments prior to the meeting of the Council provided for in Paragraph 22 of this Declaration.

16. Exterior Modifications. Unit Owners may not make exterior changes to their Units without first obtaining consent, in writing, of the Architectural Standards Committee, established in the By-Laws recorded herewith.

17. Maintenance, Repair and Replacement.

A. The following items of maintenance, repair and replacement shall be performed by the Unit Owners and such maintenance, repair and replacement shall not be an item of Common Expense subject to the lien of assessments created herein:

1. The maintenance, repair and replacement of all interior glazing including windows and doors;
2. The maintenance and repair of all exterior windows and glass door lights;
3. The washing of all exterior windows and glass door lites;

4. The painting, where applicable, the exterior surface of all doors; and

5. Fireplaces, excluding flue stacks.

B. The following items of maintenance and repair shall be performed by the Unit Owners, but replacement shall be the responsibility of the Council and not an item of Common Expense but will be billed to the Unit Owner.

1. Fire suppression system sprinkler heads;

2. Balconies, patios, decks, fences and privacy railings, screens and lattice work thereon; erected by the Developer, provided that all incidental non-structural repairs shall be in conformity with original construction; and

3. exterior windows and screens.

C. The following items of maintenance, repair and replacement shall be performed by the Council of Unit Owners, and will not be an item of common expense but will be billed to the Unit to which such item is appurtenant:

1. The garage door and the structural supports of the Parking Space Limited Common Elements.

2. Notwithstanding the foregoing, expenses for the maintenance, repair and replacement of the structural supports of the Parking Space Limited Common Elements shall be apportioned among those units to whom such Parking Space Limited Common Elements are appurtenant based on the number of Parking Space Limited Common Elements in the particular parking building within which such structural support maintenance, repair and replacement took place.

D. Flue stacks shall be maintained and repaired by Unit Owners, but replaced by the Council as an item of Common Expense.

E. Expenses incurred by the Council for maintenance, repair and replacement of Limited Common Elements shall be assessed against the Unit Owner(s) who enjoy the exclusive right to use such Limited Common Elements. Assessments for charges incurred pursuant to this Paragraph 17 shall be levied and enforced in the same manner as assessments for Common Expenses.

18. Eminent Domain.

A. In this paragraph, the term "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

B. This Declaration specifically provides for an allocation of any award for a taking under the power of eminent domain of all or a part of the Condominium. This Declaration also provides for (1) reappointment or other change of the percentage interests appurtenant to each Unit remaining after taking; (2) the rebuilding, relocation or restoration of any improvements so taken in whole or in part; and (3) the termination of the Condominium Regime following any taking.

C. Unless otherwise provided in this Declaration any damages for a taking of all or part of a condominium shall be awarded as follows:

1. Each Unit Owner shall be entitled to the entire award for the taking of all or part of his respective Unit and for consequential damages of his Unit.

2. Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective percentage interests in the Common Elements.

3. Any award for the taking of General Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests in the Common Elements.

D. Unless otherwise provided in this Declaration, following the taking of a part of the Condominium, the Council of Unit Owners shall not be obligated to replace improvements taken but promptly shall undertake to restore the remaining improvements of the Condominium to a safe and habitable condition. Any costs of such restoration shall be a Common Expense.

E. Unless otherwise provided in this Declaration following the taking of all or a part of any Unit, the Percentage Interests appurtenant to the Unit shall be adjusted in proportion as the amount of floor area of the Unit so taken bears to the floor areas of the Unit prior to the taking. Those Units not the subject of the taking shall have their respective Percentage Interests adjusted accordingly, by computing the revised Percentage Interest of each such Unit as the percentage of square feet for each such Unit after the taking to the total square footage of all Units after the taking; thereby assuring that the total Percentage Interests for all Units will always equal one hundred (100%) percent. The Council of Unit Owners promptly shall prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units. Subject to sub-paragraph G, (1) following the taking of part of a Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and (2) following the taking of all of a Unit, the right to vote appurtenant to that Unit shall terminate.

F. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

G. Except to the extent specifically described in the Condemnation Declaration or grant in lieu thereof, a taking of all or part of a Unit may not include any of the Percentage Interests or votes appurtenant to the Unit.

19. Termination of Regime. Each Unit Owner in English Country Manor Condominium covenants and agrees that abandonment or termination of the Regime herein created is subject solely to and shall be accomplished in strict accordance with the Act.

20. Administration of Condominium. The affairs of the Condominium shall be governed by the unincorporated Council, organized and existing under the laws of Maryland, the members of which shall be the Unit Owners. 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 or applicable law. As provided in the By-Laws, the Unit Owners shall elect a Board of Directors.

21. Amendment of Declaration. Except as may otherwise be provided by the Act, this Declaration may be amended in the following manner:

A. For so long as the Developer owns all of the Units, Developer shall have the sole right to amend this Declaration (including any amendments altering the percentage of ownership in Common Elements) which amendments need only be signed and acknowledged by the Developer and recorded among the Land Records of Harford County. Such amendment shall specifically refer to the recording date identifying this Declaration.

B. An amendment or amendments to this Declaration may be proposed by the Board of Directors acting upon a vote of the majority of the Directors, or by the Unit Owners holding a majority of votes of the units in the Council as the Council is then constituted, whether meeting as the Council or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or any Unit Owners, such proposed amendment or amendments shall be transmitted to the President of the Council, or other officers of the Council in the absence of the President, who shall thereupon call a special meeting of the Council for a date not less than ten (10) days nor more than ninety (90) days, from receipt by him of the proposed amendment or amendments; and it shall be the duty of the Secretary to give each Unit Owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days, nor more than ninety (90) days before the date set for such special meeting. If mailed, such notice shall be deemed to be

properly given when deposited in the United States mail addressed to the Unit Owner at his post office address as it appears on the books of the Council, the first class postage thereon prepaid. Any Unit Owner may, by written waiver of notice signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of eighty percent (80%) of the Unit Owners of the Regime, as then constituted, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary for the Council as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Harford County, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed on record by the Council shall be delivered to all of the Unit Owners and mailed to the holders of mortgages or Trustees under Deeds of Trust listed in the registry to be maintained in accordance with the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting, or represented thereat by written proxy, provided such written vote is delivered to the Secretary of the Council at or prior to such meeting.

C. Anything in sub-paragraph B to the contrary notwithstanding, amendments affecting those limitations contained in Section 11-103(c)(1)(i) through (iv) of the Act must be approved by written consent of all Unit Owners of the Regime and all holders of mortgages or Trustees under Deeds of Trust on Units, as provided herein, in order for such amendment or amendments to become effective.

22. Office Units. Notwithstanding anything hereinabove contained to the contrary, any Unit may be used as an office for physicians or for general office purposes, provided that such use is in conformity with zoning and other applicable law.

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

24. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any

failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. Compliance. This Declaration is set forth in compliance with the requirements of Section 11-101, et seq. of the Act. In the event of any conflict between the Act and this Declaration, the provisions of the Act shall control.

26. Captions. The captions and Table of Contents contained in this Declaration are for convenience only, and are not part of this Declaration, and are not intended in any way to limit or enlarge the terms and provisions of this Declaration.

27. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

WITNESS the hand and sale of said Developer as of the date first herein written.

WITNESS:

Harford Land Development Limited Partnership

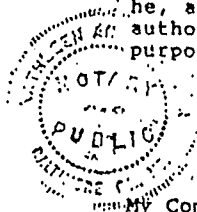
By: Harford Land Development, Inc.,
General Partner

Carol Organ

By: William Fleischer (SEAL)
William Fleischer, Vice President

STATE OF MARYLAND, County OF Baltimore, TO WIT:

On this 7th day of August, 1990, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared William Fleischer, who acknowledged himself to be the Vice President of Harford Land Development, Inc., and General Partner of Harford Land Development Limited Partnership, and that he, as such Vice President of the Corporate general partner, being authorized so to do, executed the foregoing Declaration for the purposes therein contained, as the act of said limited partnership.



Kathleen Anne Shaffer
Notary Public

My Commission Expires: Oct. 1, 1994

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I hereby affirm under penalty of perjury that the notice requirements of Section 11-102.1 of the Real Property Article, if applicable, have been fulfilled.

By: *Kathleen Anne Shaffer*

- 20 -

LIBER 1650 FOLIO 101

CONSENT OF TRUSTEES

The undersigned Trustees pursuant to a certain Indemnity Deed of Trust, dated July 31, 1989, and recorded in Liber 1565, Folio 946 among the Land Records of Harford County, made by Harford Land Development Limited Partnership, Grantor therein and The First National Bank of Maryland, Beneficiary, do hereby consent to the terms of the Declaration and By-Laws of English Country Manor Condominium and subordinate the aforesaid Deed of Trust to the legal operation and effect of the Declaration and By-Laws.

TRUSTEES

Mona More

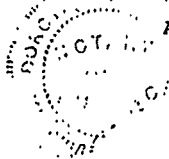
Patricia A. Brian (SEAL)
Patricia A. Brian

Mona More

Anna M. Marcellino (SEAL)
Anna M. Marcellino

STATE OF MARYLAND, County of Baltimore to wit:

I HEREBY CERTIFY, that on this 3rd day of August, 1992, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia A. Brian, who acknowledged herself to be the Trustee of The First National Bank of Maryland and that she as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the Bank by herself as Trustee.



AS WITNESS my hand and Notarial Seal.

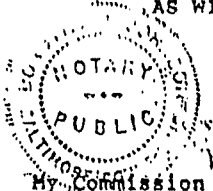
Dorothy J. Johnson
Notary Public

My Commission Expires: ~~7-1-90~~
4-1-93

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY, that on this 3rd day of August, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Anna M. Marcellino, who acknowledged herself to be the Trustee of The First National Bank of Maryland and that she as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, the name of the Bank by herself as Trustee.

AS WITNESS my hand and Notarial Seal.



Dorothy J. Johnson
Notary Public

My Commission Expires: ~~7-1-90~~
4-1-93

Weinberg + Green
100 S. Charles St.
Baltimore Md.
21201

REC'D & RECORDED CGH
NO. 1650 FOLIO 79

1990 AUG -8 AM 8:30

HARFORD CO.
CHARLES G. HOBBS, III
CLERK

- 22 -

LIBER 1650 FOLIO 103

DECLARATION OF CONDITIONS,
RESTRICTIONS AND EASEMENTS

RECITE 50.00
SURCHG 2.00

THIS DECLARATION dated November 25, 1992, by
HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP (the
"Partnership"), and COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY
MANOR CONDOMINIUM (the "Council").

RECITALS

HARF. CO. 61.00

A. The Partnership owns all that land located in
Harford County, Maryland, more particularly described in
Exhibit A attached hereto and made a part hereof (the "Phase 2
Area").

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9'
2'
B. The Council is an unincorporated association the
members of which are all owners of units in that certain
condominium regime (the "Existing Condominium") known as
"English Country Manor Condominium" created by recordation of a
condominium declaration recorded among the Land Records of
Harford County, Maryland in Liber 1650, folio 79, as amended.
As used herein, the "Condominium Property" shall mean all of
the general common elements of the Existing Condominium.

10

C. The Partnership intends to develop all or a
portion of the Phase 2 Area into a project containing a maximum
of two hundred twenty four (224) dwelling units.

D. The Partnership and the Council have entered into
an agreement of even date herewith (the "Agreement") pursuant
to which they have, among other things, established the methods
for joint-decision making as it relates to certain enumerated
issues.

E. The Partnership desires to subject the Phase 2
Area, and the Council desires to subject the Condominium
Property, to the conditions, restrictions and easements set
forth below which are for the purposes of ensuring the orderly
development of the Phase 2 Area and protecting the value and
desirability of the Phase 2 Area and the Condominium Property.

F. The Partnership and the Council hereby declare
that the Phase 2 Area and the Condominium Property
(collectively the "Property") shall be held, sold and conveyed
subject to the Conditions, Restrictions and Easements set forth
below.

I. GENERAL

1.1. General Provisions

(a) Whenever used in this Declaration, the following terms, when capitalized, shall have the following meanings unless the context indicates clearly a contrary intent or unless otherwise provided specifically herein:

(i) "Common Areas" means all of the general common elements in any condominium regime, as described in the condominium declaration and plats, established on the Phase 2 Area and the open space in all other portions of the Phase 2 Area, as designated from time to time by the owner of such portion of the Phase 2 Area.

(ii) "Common Facilities" means all the roadways, ramps and exterior paved areas which may exist from time to time in the Common Areas for the purpose of providing vehicular and pedestrian ingress and egress.

(iii) "Existing Owner" means the record owner of any Existing Unit, his successors and assigns (including tenants).

(iv) "Existing Unit" means each individual dwelling unit now or hereafter located in the Existing Condominium.

(v) "Owner" means the record owner of any Unit, his successors or assigns (including tenants).

(vi) "Phase 2 Owner" means the council of unit owners for any condominium regime established in the Phase 2 Area, and any owner of the fee simple title to any remaining portion of the Phase 2 Area.

(vii) "Recreational Amenities" means the swimming pool area, the first floor of the manor house (including without limitation the terrace room, the activity room and gymnasium), and the portions of the common elements of the Existing Condominium marked on Exhibit B attached hereto and made a part hereof.

(viii) "Unit" means each of the individual dwelling units now or hereafter located on the Phase 2 Area.

1.2 Incorporation of Recitals.

The Recitals are hereby incorporated as if fully set forth herein.

II. GRANT OF EASEMENTS FOR BENEFIT OF EXISTING CONDOMINIUM

2.1 Ingress/Egress and Use Easements

The Partnership hereby grants, for the benefit of each of the Existing Units, a non-exclusive easement, license, right and privilege, in common with Owners, of (a) ingress and egress over the Common Facilities in order to use and enjoy the Common Areas in the Phase 2 Area and (b) ingress and egress to the clock tower park. The easements herein shall be for the benefit of any Existing Owner and such Existing Owner's tenants, invitees, contractors, agents, employees, and mortgagees and others holding a security interest in the Existing Unit in question, subject to any rules and regulations promulgated by the Phase 2 Owner.

II A. CONFIRMATION OF EASEMENTS.

2A.1 The Council hereby grants and confirms that, in connection with development of the Phase 2 Area, the Partnership, for itself, its successors and assigns, shall have an easement in, upon, through, and over the common elements of and Units retained by the Partnership in the Existing Condominium (including, without limitation, the Recreational Amenities and any existing models or sales offices) for the purposes of construction, maintenance, repair, sales promotion, and exhibition of the Phase 2 Area. This excludes the second floor offices and board room currently being used by the Partnership (HED), which is common area that the Council reserves the right to lease to a third party.

III. GRANT OF EASEMENTS RELATING TO RECREATIONAL AMENITIES

3.1 Use of Recreational Amenities.

(a) The Council hereby grants to the Owners of all Units a non-exclusive easement, license, right and privilege, in common with Existing Owners, of ingress and egress to and the use and enjoyment of the Recreational Amenities for the purposes for which they have been designed, subject to any fees or rules as hereinafter set forth.

(b) The Council agrees that any rules and regulations it adopts in connection with the Recreational Amenities shall be:

(i) generally applicable to Existing Owners and Owners;

(ii) uniformly enforced; and

(iii) shall limit use of the Recreational Amenities to Existing Owners, Owners and their guests and invitees.

(c) Such rules and regulations may prohibit the use of such Recreational Amenities by any Existing Owner or Owner who has not paid its share of the cost and expense of the Recreational Amenities as hereinafter provided and as provided in the bylaws of the Existing Condominium and any condominium regime in the Phase 2 Area. Anything herein to the contrary notwithstanding, the Partnership hereby agrees that the legal documents creating any condominium regime in the Phase 2 Area shall provide that such charges to be paid by Owners shall be assessments, for which the failure to pay may result in a lien pursuant to the Maryland Contract Lien Act.

3.2. Cost and Expense of Recreational Amenities.

Subject to the right of reimbursement as provided in Section 3.4, the costs of operating and maintaining the Recreational Amenities shall be borne by the Existing Condominium. The Council shall maintain a comprehensive system of books and accounts in a manner reasonably satisfactory to the Phase 2 Owner showing and reflecting the cost and expense of operating and maintaining the Recreational Amenities. All such books and accounts shall be available for inspection by the Phase 2 Owner at any time during normal business hours. At the end of each month the Council shall render to the Phase 2 Owner a detailed accounting showing the cost and expense of operating and maintaining the Recreational Amenities during such month and stating the fractional share thereof payable by each Phase 2 Owner as determined pursuant to the formulae set forth in Section 3.4 hereof. Each Phase 2 Owner shall remit its share of such cost and expense to the Council within the later to occur of thirty (30) days after receipt by it of such accounting or by the thirtieth (30th) day of the month. If the parties hereto cannot agree as to the amount of the cost and expense incurred in operating and maintaining the Recreational Amenities or the fractional share thereof for which each Phase 2 Owner is liable, then such questions shall be referred to an arbitrator in accordance with Article VI hereof, who shall determine the answers to such questions in accordance with generally accepted accounting principles. The decision of the arbitrator shall be final and binding on the parties hereto. All charges and fees of the arbitrator shall be paid equally by the Council and the Phase 2 Owner.

3.3 Accounting for Recreational Amenities.

The budget for operating the Recreational Amenities (which budget shall include, without limitation, line items for repair, maintenance, operations, employees, insurance and reserves) shall be maintained separately from the operating budget of the Existing Condominium.

3.4 Reimbursement.

(a) Commencing as of the first day of the month during which all or a portion of the Phase 2 Area is developed into one or more Units for which a certificate of occupancy has been issued and one or more Units have been conveyed to third party Owners, and continuing on the first day of each month thereafter, the Phase 2 Owner shall pay to the Council that fractional share of the cost and expense of operating and maintaining the Recreational Amenities, determined by the following formula, to wit: the numerator of the fraction shall be the number of Units then in the Phase 2 Area and the denominator of the fraction shall be the aggregate number of Existing Units and Units.

(b) Commencing on the first day of the month following the establishment of a condominium regime for all or a portion of the Phase 2 Area provided the Council's Board of Directors shall reasonably accept the Clock Tower Park as substantially complete, the Council shall pay to the council of unit owners of the condominium regime established in the Phase 2 Area ("Phase 2 Council") a fractional share of the Clock Tower Park expenses related to grounds maintenance, landscaping, repair and maintenance, insurance, operations and capital reserve. The fractional share shall be determined by the following formula: the numerator of the fraction shall be 175, and the denominator of the fraction shall be the then aggregate number of Existing Units and Units. The Council shall remit to the Phase 2 Council its share within the later to occur of thirty (30) days after receipt of it of an invoice for such share, or by the thirtieth (30th) day of the month.

3.5 Operation and Maintenance of Recreational Amenities.

The Recreational Amenities shall be maintained and operated by the Council. Such Recreational Amenities shall be kept, to the extent reasonably possible, in a state of maintenance and repair comparable to that existing when such Recreational Amenities were first constructed, ordinary wear and tear excepted. The Council agrees not to alter significantly any of the Recreational Amenities except for an expansion of the pool deck area, and in covering the pool with a "bubble," and/or such other alterations as do not have a material adverse affect on the use and enjoyment of such Recreational Amenities without the prior written consent of the Phase 2 Owner, which consent shall not be unreasonably withheld.

IV. GENERAL PROVISIONS

4.1 The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

4.2 Each conveyance of a Unit or an Existing Unit or of any interest therein, shall be deemed to be subject to this Declaration whether or not the deed conveying the Unit or the Existing Unit shall so state.

4.3 This Declaration contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Declaration shall be valid only if executed in writing by the parties hereto, their successors or assigns, and recorded among the Land Records of Harford County.

4.4 As used in this Declaration the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.5 This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.6 The provisions of this Declaration shall be deemed to be cumulative. No provision of this Declaration shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

4.7 The captions of this Declaration are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Declaration or any part hereof.

V. TERMINATION

This Declaration and the easements granted hereunder shall continue in full force and effect for a term of forty (40) years and shall thereafter renew automatically for successive renewal terms of ten (10) years each, unless prior to the commencement of any such renewal term an appropriate instrument terminating this Declaration is executed by at least seventy-five percent (75%) of the Existing Owners and their Mortgagees and the Owners of at least seventy-five percent

(75%) of the Units in the Phase 2 Area and their Mortgagees and is recorded among the Land Records of Harford County, Maryland.

VI. ARBITRATION

6.1 Any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

6.2 Arbitration will be commenced by a written demand made by the Partnership (or any Phase 2 Owner, as the case may be) or the Council upon the other. The written demand will contain a statement of the question to be arbitrated and the name and address of the arbitrator appointed by the demandant. Within ten (10) days after its receipt of the written demand, the other will give the demandant written notice of the name and address of its arbitrator. Within ten (10) days after the date of the appointment of the second arbitrator, the two arbitrators will meet. If the two arbitrators are unable to resolve the question in dispute within ten (10) days after their first meeting, they will select a third arbitrator. The third arbitrator will be designated as chairman and will immediately give the parties written notice of its appointment. The three arbitrators will meet within ten (10) days after the appointment of the third arbitrator. If they are unable to resolve the question in dispute within ten (10) days after their first meeting, the third arbitrator will render his decision which decision shall be final and binding on the parties and may be enforced according to the laws of the State of Maryland.

6.3 The arbitrators will not have power to add to, modify, detract from, or alter in anyway the provisions of this Declaration or any amendments or supplements hereto. No arbitrator is authorized to make an award of punitive or exemplary damages.

6.4 Each party will each pay for the services of its appointees, attorneys, and witnesses, plus one-half (1/2) of all other proper costs relating to the arbitration.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions and Easements by the

Company and the Council.

WITNESS:

✓
HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Harford Land Development, Inc.,
General Partner

Susan Amy Hardy

By: David M. Tolmie, President (SEAL)
David M. Tolmie, President

✓
COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM

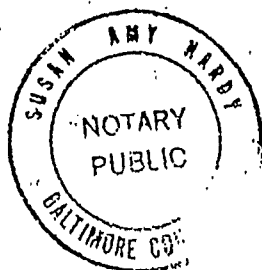
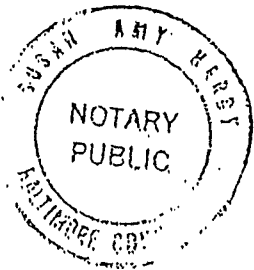
Susan Amy Hardy

By: H. Bradley Fout, President (SEAL)
H. Bradley Fout, President

STATE OF MARYLAND, COUNTY OF HARFORD : TO WIT:

I HEREBY CERTIFY that on this 25th day of November 1992, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared David M. Tolmie, President of Harford Land Development, Inc., sole general partner of Harford Land Development Limited Partnership, 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 said instrument in the capacity as described therein.

AS WITNESS, my hand and Notarial Seal.



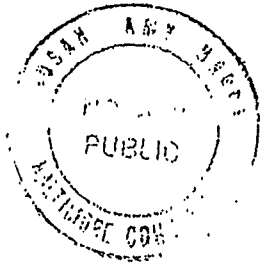
Susan Amy Hardy
Notary Public
Susan Amy Hardy
My Commission expires: 1/1/93

STATE OF MARYLAND, COUNTY OF HARFORD : TO WIT:

I HEREBY CERTIFY that on this 25th day of November 1992, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared H. Bradley Fout President and Doris Balis Secretary, of The Council of Unit

Owners of English Country Manor Condominium, and they acknowledged the foregoing Declaration to be the act of said Council and they further acknowledged and certified that The Secretary is the person specified in Article VI Section 6 of the By-Laws to tally votes at meetings of the Council of Unit Owners and that the foregoing Declaration was approved by the percentage of votes of unit owners and Mortgagees required by law and the Declaration and By-Laws of the said Condominium.

AS WITNESS, my hand and Notarial Seal.



Susan Amy Hardy
Notary Public Susan Amy Hardy

My Commission expires: 1/1/93

THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of Virginia A. Zrake, an attorney duly admitted to practice before the Court of Appeals in Maryland.

Virginia A. Zrake
Virginia A. Zrake

MR. CLERK: Upon its recordation, please return this instrument to: Virginia A. Zrake, Esquire, Venable, Baetjer and Howard, 1800 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201.

EXHIBIT A

Description of Partnership Property

All of that parcel known and designated as Parcel 'A' as shown on a subdivision plat entitled "31.2 Acre Parcel to be Conveyed by BTR Realty, Inc." which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. 61, folio 31, but SAVING AND EXCEPTING THEREFROM all that property constituting Phase 1 through Phase 9 of English Country Manor Condominium created by recordation of a Declaration dated August 7, 1990 and recorded among the Land Records of Harford County in Liber 1650, folio 79, as amended, and accompanying condominium plats.

EXHIBIT B

Plat Depicting Recreational Amenities

FIRST AMENDMENT TO THE DECLARATION OF
ENGLISH COUNTRY MANOR CONDOMINIUM
HARFORD COUNTY, MARYLAND

21

THIS FIRST AMENDMENT TO THE DECLARATION (herein this "First Amendment"), Made this 7 day of August, 1990, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer").

WHEREAS, the Developer had previously executed a "Declaration of English Country Manor Condominium," intended to be recorded among the Land Records of Harford County, Maryland, immediately prior hereto (hereinafter referred to as the "Declaration"), and By-Laws of English Country Manor Condominium intended to be recorded among the aforesaid Land Records immediately prior hereto (hereinafter referred to as the "By-Laws"), together with a Condominium Plat, entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1" (hereinafter referred to as the "Plat") with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat (said Condominium Plat intended to be recorded among the Plat Records of Harford County immediately prior hereto).

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of one (1) additional building in Phase 2 of the property, as shown in general terms on the Plat, and now desires to add the land and said one (1) additional building contained in Phase 2 to the Condominium Regime established pursuant to the Declaration;

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

1. Submission of Additional Property of the Regime.
The Developer does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Town of Belair, Harford County, Maryland, being designated as Phase 2 and described on that certain plat entitled "Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 2" (the "Supplemental Plat"), to be recorded among the Land Records of Harford County, Maryland, contemporaneously with this Amendment together with one (1) building constructed thereon, being Building 2, containing a total of twenty (20) Condominium units, Units A-J 200 Thames and Units A-J 202 Thames, and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 2 Property");

REC FE 21.00
1990 AUG 14 10 00 AM
08/14/90

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Supplemental Plat, and easements and rights-of-way shown thereon.

2. Effect of Amendment and Adding Additional Property to the Regime.

(a) As provided in the Declaration, upon the recording of this Amendment, the Phase 2 Property submitted hereby, and the Phase 1 property previously submitted, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration and the By-Laws and any amendments thereto.

(b) Without limiting the foregoing, each owner of a Unit in the Regime, as the same was constituted prior to the recordation of this Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby. The interest in the Common Elements to be in proportion to the Percentage Interests set forth in Paragraph 7 of the Declaration after the addition of the Phase submitted hereby.

(c) As also provided in Paragraph 7 of the Declaration, the Percentage Interests in the Common Expenses and Common Profits of each Unit in the Regime comprised of Phases 1 through 2 following the recordation of this Amendment shall be as stated in the Declaration.

(d) Such Percentage Interests as established pursuant to the Declaration and confirmed hereby shall determine the Percentage Interests of each Unit Owner from time to time, as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 2 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 14 of the Declaration. After the recordation of this Amendment, the Condominium Regime shall contain 40 units.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

4000:7/31/90
BG057:4244T

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed on its behalf, on the date first above written.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland Limited Partnership

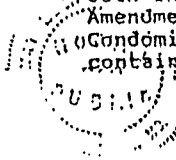
By: Harford Land Development, Inc., a Maryland Corporation, General Partner

Carol G. Dignin

By: WLF (SEAL)
William Fleischer,
Vice President

STATE OF MARYLAND, County of Baltimore TO WIT:

I HEREBY CERTIFY that on this 7th day of August, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared William Fleischer, Vice President of Harford Land Development, Inc., a Maryland corporation, General Partner of Harford Land Development Limited Partnership, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration for English Country Manor Condominium, on behalf of the Developer for the purposes therein contained.



AS WITNESS my hand and Notarial Seal.

Kathleen Anne Skaff
Notary Public

My Commission Expires: Oct. 1, 1994

UNDER 650 TAXED 141

4000:7/31/90
86057:4244T

CONSENT OF TRUSTEES

The undersigned Trustees, pursuant to a certain Indemnity Deed of Trust, dated July 31, 1989, and recorded among the Land Records of Harford County at Liber 1565, folio 946, made by Harford Land Development Limited Partnership, Grantor therein, and First National Bank of Maryland, Beneficiary, do hereby consent to the First Amendment to the Declaration of English Country Manor Condominium, for the purpose of adding 20 units and common elements to the regime, as provided in paragraph 2 of the Declaration and as described in the First Amendment to the Declaration to which this Consent is attached.

WITNESS:

TRUSTEES:

McAfee Mares

Patricia A. Brian (SEAL)
Patricia A. Brian

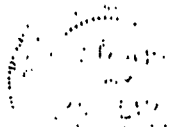
McAfee Mares

Anna M. Marcellino (SEAL)
Anna M. Marcellino

STATE OF MARYLAND, County OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 31st day of August, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia A. Brian, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal.



Dorothy J. Johnson
NOTARY PUBLIC

My Commission Expires:
4-1-93

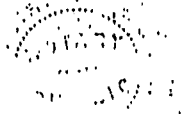
LIBER 1650 FOLIO 142

4000:7/31/90
BG051:47441

STATE OF MARYLAND, County OF Baltimore, to wit;

I HEREBY CERTIFY, that on this 3rd day of August, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Anna M. Marcellino, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal:



Dorothy J. Johnson
NOTARY PUBLIC

My Commission Expires:

4-1-93

Wenberg & Green
100 S. Charles St.
Baltimore, Md. 21201

REC'D & RECORDED CGH
NO. 1650 OF 10. 139

1990 AUG -8 AM 8:30

SAFE CO.
CHARLES G. HOBBINS
CLERK

BOOK 1650 FOLIO 143

SECOND AMENDMENT TO THE DECLARATION OF
ENGLISH COUNTRY MANOR CONDOMINIUM

THIS SECOND AMENDMENT TO THE DECLARATION OF ENGLISH COUNTRY MANOR CONDOMINIUM made this 24th day of August 1990 by Harford Land Development Limited Partnership, a Maryland limited partnership.

13'

WHEREAS, Harford Land Development Limited Partnership (the "Developer") pursuant to the Declaration of English Country Manor Condominium dated August 7, 1990, recorded among the Land Records of Harford County in Liber CGH 1650, folio 79 (the "Declaration"), Bylaws and Plats, created English Country Manor Condominium; and

WHEREAS, the Developer is the owner of all of the units in English Country Manor Condominium; and

WHEREAS, pursuant to Paragraph 21.A. of the Declaration, the Developer is entitled to and hereby does amend the Declaration.

NOW, THEREFORE, the Declaration of English Country Manor Condominium is hereby amended as follows:

1. Paragraph 2.A shall be amended by substituting the number fifteen (15) (in words and in numerals) in the first and third lines so that the paragraph now reads:

"A. The Developer intends to construct fifteen (15) additional buildings and common elements as shown on Sheet 1 of the Condominium Plat aforesaid in fifteen (15) additional areas..."

2. Paragraph 6.A.3.d. shall be amended by deleting the words beginning on the third line thereof . . . "as they appear on the aforesaid Plats," . . . so that the sub-paragraph now reads:

"d. The heat pump, heat pump pad, and the air space above (but extending only up to the plane 10 feet above the top of the heat pump pad), even though the same may be within the General or Limited Common Elements as defined herein;"

3. Paragraph 8.A. shall be amended by deleting the first two (2) words . . . "Condominium Units" . . . on line 9 thereof and substituting the words . . . "Limited Common Elements" . . . so that the paragraph now reads:

REC FE 13.00

"A. All areas and facilities which are not part of a Unit comprise the General Common Elements, as graphically shown on the Plats aforesaid, including, but not limited to: all streets, curbs; sidewalks; entrance walks; every foundation wall; exterior wall; portion of a party wall; roof; column; girder; beam; support; stairway; floor, partition, entrance and exit, front steps and interior stairways and entrance halls, recreational areas; parking areas excluding Parking Space Limited

REC FE 110.14

08/27/90

RETURN TO:
AMERICAN RESIDENTIAL TITLE GROUP
1407 York Road - Suite 308
Lutherville, MD 21093

REC 1655 1000 178

Common Elements, lawn areas, except as hereinafter modified; trees and shrubbery; conduits, sewers, water mains, fire suppression systems (excluding the fire suppression system sprinkler heads in the Manor House, which shall be Limited Common Elements), storm drains and other lines except such conduits and lines which serve or service only one Unit; exterior lighting; mailbox clusters; dumb waiter shafts; and all other devices rationally of common use and necessary to the upkeep, use and safety of the building; and all other conduits, wire outlets, and utility lines regardless of location; and all other parts of the Regime and apparatus and installations existing in the building or for common use or necessary or convenient to the existence, maintenance or safety of the Regime."

4. Paragraph 8.G.4.b. through e. shall be deleted and the following paragraphs substituted therefore:

"b. All Parking Space Limited Common Elements in Phase 1 of the Regime hereby created as shown on the Plats and numbered 1 through 20 are hereby assigned to Unit 603-B Thames, in Building 3 as shown on the Plats. It is the intention of the Developer to grant the use of Parking Space Limited Common Elements, to Unit Owners who purchase the use of a Parking Space Limited Common Element, by deed pursuant to Section 11-108(b) of the Act.

c. The rights to use any Parking Space Limited Common Elements constructed or created in any Additional Phase of the Regime are hereby assigned to the same Unit in Building 3, as designated in 8.G.4.b. above.

d. When Building 1, the Manor House, is annexed into the Regime, the use of all Parking Space Limited Common Elements initially restricted to Unit 603-B of Thames, in Building 3, except the use of those Parking Space Limited Common Elements granted to Unit Owners by the Developer, shall be re-assigned to Unit 1E 600 Squire, in Building 1, the Manor House.

e. Only a Unit Owner may use a Parking Space Limited Common Element. Said parking space shall be numbered and that number shall be registered to the Unit Owner. The Secretary of the Council shall keep such a registry. The right to use Parking Space Limited Common Elements may only be sold to other Unit Owners and may only be leased to other Unit Owners."

All other terms and conditions of the Declaration shall remain unchanged.

350:08/24/90(2)
BIN11:7815B

WITNESS the hand and seal of the Developer the day and year first above written.

WITNESS

HARTFORD LAND DEVELOPMENT LIMITED PARTNERSHIP

By: Hartford Land Development, Inc. General Partner

Carol L. Organ 8/27/90

By: [Signature] (SEAL)
William J. Fleischer

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of August, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared William J. Fleischer, who acknowledged that he is the Vice President of Hartford Land Development, Inc., the general partner of Hartford Land Development Limited Partnership, and that he as such Vice President being authorized to do so, executed the foregoing instrument for the purposes herein contained, as his act.



AS WITNESS, I have hereunto set my hand and Notarial Seal.

Kathleen Anne Shaffer
NOTARY PUBLIC

My Commission Expires:

October 1, 1994

REC'D & RECORDED CGA
NO 1655 FOLIO 178

1990 AUG 28 AM 10:17

HARTFORD CO.
CHARLES G. HOBBS III
CLERK

- 3 -
LMBR 1655 FOLIO 180

4000:10/23/90
BJP74(46681)

THIRD AMENDMENT TO THE DECLARATION OF
ENGLISH COUNTRY MANOR CONDOMINIUM
HARFORD COUNTY, MARYLAND

THIS THIRD AMENDMENT TO THE DECLARATION (herein this "Amendment"), Made this 25th day of October, 1990, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

WHEREAS, the Developer had previously executed a "Declaration of English Country Manor Condominium," recorded in the Land Records of Harford County, Maryland, on August 8, 1990, in Liber 1650, folio 81, et seq. (hereinafter referred to as the "Declaration"), as amended, and By-Laws of English Country Manor Condominium recorded among the aforesaid Land Records on August 8, 1990, in Liber 1650, folio 104, et seq. (hereinafter referred to as the "By-Laws"), together with a Condominium Plat, entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1," recorded on August 8, 1990, in Liber 4, folio 41, et seq. (hereinafter referred to as the "Plat") with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat.

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of one (1) additional building in Phase 3 of the property, as shown in general terms on the Plat, and now desires to add the land and said one (1) additional building contained in Phase 3 to the Condominium Regime established pursuant to the Declaration;

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

1. Submission of Additional Property of the Regime.
The Developer does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Town of Belair, Harford County, Maryland, being designated as Phase 3 and described on that certain plat entitled "Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 3" (the "Supplemental Plat"), to be recorded among the Land Records of Harford County, Maryland, contemporaneously with this Amendment together with one (1) building constructed thereon, being Building 4, containing a total of twenty (20) Condominium units, Units A-L (excluding I), 606-608 Sq. ft., and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 3 Property");

LIBER 1669 FOLIO 873

17

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Supplemental Plat, and easements and rights-of-way shown thereon.

2. Effect of Amendment and Adding Additional Property to the Regime.

(a) As provided in the Declaration, upon the recording of this Amendment, the Phase 3 Property submitted hereby, and the Phases 1 through 2 properties previously submitted, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration and the By-Laws and any amendments thereto.

(b) Without limiting the foregoing, each owner of a Unit in the Regime, as the same was constituted prior to the recordation of this Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby. The interest in the Common Elements to be in proportion to the Percentage Interests set forth in Paragraph 7 of the Declaration after the addition of the Phase submitted hereby.

(c) As also provided in Paragraph 7 of the Declaration, as amended, the Percentage Interests in the Common Expenses and Common Profits of each Unit in the Regime comprised of Phases 1 through 3 following the recordation of this Amendment shall be as stated in the Declaration.

(d) Such Percentage Interests as established pursuant to the Declaration, as amended, and confirmed hereby shall determine the Percentage Interests of each Unit Owner from time to time, as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 3 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 14 of the Declaration. After the recordation of this Amendment, the Condominium Regime shall contain 60 units.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

4000:10/23/90
BJP/4(46681)

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed on its behalf, on the date first above written.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland Limited Partnership

By: Harford Land Development, Inc., a Maryland Corporation, General Partner

Horacio M. Jones

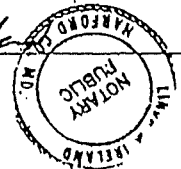
By: *Michael A. Rodgers* (SEAL)
Michael A. Rodgers,
Vice President

STATE OF MARYLAND, COUNTY OF ^{HARFORD} BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 25th day of October, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael A. Rodgers, Vice President of Harford Land Development, Inc., a Maryland corporation, General Partner of Harford Land Development Limited Partnership, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration for English Country Manor Condominium, on behalf of the Developer for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public



My Commission Expires: 3/1/93

CONSENT OF TRUSTEE

The undersigned Trustees, pursuant to a certain Indemnity Deed of Trust, dated July 31, 1989, and recorded among the Land Records of Harford County at Liber 1565, folio 946, made by Harford Land Development Limited Partnership, Grantor therein, and First National Bank of Maryland, Beneficiary, do hereby consent to this Amendment to the Declaration of English Country Manor Condominium, for the purpose of adding 20 units and common elements to the regime, as provided in paragraph 2 of the Declaration and as described in this Amendment to the Declaration to which this Consent is attached.

WITNESS:

TRUSTEE:

Valeri J. Gelaimino

Anna M. Marcellino (SEAL)
Anna M. Marcellino

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

I HEREBY CERTIFY, that on this 24TH day of October, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Anna M. Marcellino, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal.

Sharon O. Puller
NOTARY PUBLIC

My Commission Expires:

February 1, 1994



Return to: G.M. Young
100 S. Charles St.
Balt., Md. 21201

REC'D & RECORDED CGH
NO. 1669 FDI NO. 873

1990 OCT 25 AM 8:49

HARFORD CO.
- CHARLES G. HARRIS III
CLERK

LIBR 1669 1000876

1057
4000:10/25/90
BJP74(46681)

CONFIRMATORY

THIRD AMENDMENT TO THE DECLARATION OF

ENGLISH COUNTRY MANOR CONDOMINIUM

HARFORD COUNTY, MARYLAND

REC FE 13.00

HC12290 0001 R00 110157

THIS CONFIRMATORY THIRD AMENDMENT TO THE DECLARATION (herein this "Confirmatory Amendment"), Made this 26th day of October, 1990, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer").

10/26/90

WHEREAS, the Developer had previously executed a "Declaration of English Country Manor Condominium," recorded among the Land Records of Harford County, Maryland, on August 8, 1990, in Liber 1650, folio 81, at xxx. (hereinafter referred to as the "Declaration"), as amended, and By-Laws of English Country Manor Condominium recorded among the aforesaid Land Records on August 8, 1990, in Liber 1650, folio 194, at xxx. (hereinafter referred to as the "By-Laws"), together with a Condominium Plat, entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1," recorded on August 8, 1990, in Liber 4, folio 41, at xxx. (hereinafter referred to as the "Plat") with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat;

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer had completed construction of one (1) additional building in Phase 3 of the property, as shown in general terms on the Plat, and had added the land and said one (1) additional building contained in Phase 3 to the Condominium Regime established pursuant to the Declaration by a Third Amendment to the Declaration of English Country Manor Condominium dated October 25, 1990 and recorded in Liber 1669, Page 873;

WHEREAS, the description of the number of units added and their letter designation was in error; and

WHEREAS, the Developer desires to correct said error and confirm the number of units added and the letter designation of said units.

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

1. Submission of Additional Property of the Regime.
The Developer does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Town of Belair, Harford County, Maryland, being designated as

LIBER 1670 FOLIO 032

Phase 3 and described on that certain plat entitled "Amended Plat of Condominium Subdivision for English Country Manor Condominium, Phase 3" (the "Amended Plat"), to be recorded among the Land Records of Harford County, Maryland, contemporaneously with this Confirmatory Amendment together with one (1) building constructed thereon, being Building 4, containing a total of twenty-two (22) Condominium units, Units A-K, at 606 and 608 Squire, and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 3 Property") [underlined material is corrected];

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Amended Plat, and easements and rights-of-way shown thereon.

2. Effect of Amendment and Adding Additional Property to the Regime.

(a) As provided in the Declaration, upon the recording of this Confirmatory Amendment, the Phase 3 Property submitted hereby, and the Phases 1 through 2 properties previously submitted, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration and the By-Laws and any amendments thereto.

(b) Without limiting the foregoing, each owner of a Unit in the Regime, as the same was constituted prior to the recordation of this Confirmatory Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby. The interest in the Common Elements to be in proportion to the Percentage Interests set forth in Paragraph 7 of the Declaration after the addition of the Phase submitted hereby.

(c) As also provided in Paragraph 7 of the Declaration, as amended, the Percentage Interests in the Common Expenses and Common Profits of each Unit in the Regime comprised of Phases 1 through 3 following the recordation of this Confirmatory Amendment shall be as stated in the Declaration.

(d) Such Percentage Interests as established pursuant to the Declaration, as amended, and confirmed hereby shall determine the Percentage Interests of each Unit Owner from time to time, as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 3 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 14 of the Declaration. After the recordation of this Amendment, the Condominium Regime shall contain 62 units [underlined material is corrected].

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

4000:10/25/90
BJP74(46681)

IN WITNESS WHEREOF, the Developer has caused this Confirmatory Amendment to be executed on its behalf, on the date first above written.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland Limited Partnership

By: Harford Land Development, Inc., a Maryland Corporation, General Partner

Heoriana M. Jones

By: *Michael A. Rodgers* (SEAL)
Michael A. Rodgers,
Vice President

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 26th day of October, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael A. Rodgers, Vice President of Harford Land Development, Inc., a Maryland corporation, General Partner of Harford Land Development Limited Partnership, who made oath in due form of law that he is authorized to execute this Confirmatory Amendment to the Declaration for English Country Manor Condominium, on behalf of the Developer for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Heoriana M. Jones (SEAL)
Notary Public

My Commission Expires: July 1, 1995

REC'D & RECORDED CGH
NO 1670 FOR 10-32

1990 OCT 26 AM 10:58

HARFORD CO.
CHARLES G. [unclear]
CLERK

Returned to: G. M. Young
100 S. Charles St.
Balt., Md.

2/201

- 3 -
LREC 1670 FOR 100034

FOURTH AMENDMENT TO THE DECLARATION OF
ENGLISH COUNTRY MANOR CONDOMINIUM
HARFORD COUNTY, MARYLAND

17-

THIS FOURTH AMENDMENT TO THE DECLARATION (herein this "Amendment"), Made this 7th day of November, 1990, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer").

WHEREAS, the Developer had previously executed a "Declaration of English Country Manor Condominium," recorded among the Land Records of Harford County, Maryland, on August 8, 1990, in Liber 1650, folio 81, at seq. (hereinafter referred to as the "Declaration"), as amended, and By-Laws of English Country Manor Condominium recorded among the aforesaid Land Records on August 8, 1990, in Liber 1650, folio 104, at seq. (hereinafter referred to as the "By-Laws"), together with a Condominium Plat, entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1," recorded on August 8, 1990, in Liber 4, folio 41, at seq. (hereinafter referred to as the "Plat") with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat.

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of one (1) additional building in Phase 4 of the property, as shown in general terms on the Plat, and now desires to add the land and said one (1) additional building contained in Phase 4 to the Condominium Regime established pursuant to the Declaration;

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

1. Submission of Additional Property of the Regime.
The Developer does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Town of Belair, Harford County, Maryland, being designated as Phase 4 and described on that certain plat entitled "Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 4" (the "Supplemental Plat"), to be recorded among the Land Records of Harford County, Maryland, contemporaneously with this Amendment together with one building constructed thereon, being Building 5, containing a total of twenty-two (22) Condominium units, Units A-K 602 Squire Lane and Units A-K 604 Squire Lane, and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 4 Property");

REC. FE 17.00
11/07/90

LIBR 1672 1000503

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Supplemental Plat, and easements and rights-of-way shown thereon.

2. Effect of Amendment and Adding Additional Property to the Regime.

(a) As provided in the Declaration, upon the recording of this Amendment, the Phase 4 Property submitted hereby, and the Phases 1 through 3 properties previously submitted, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration and the By-Laws and any amendments thereto.

(b) Without limiting the foregoing, each owner of a Unit in the Regime, as the same was constituted prior to the recordation of this Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby. The interest in the Common Elements to be in proportion to the Percentage Interests set forth in Paragraph 7 of the Declaration after the addition of the Phase submitted hereby.

(c) As also provided in Paragraph 7 of the Declaration, as amended, the Percentage Interests in the Common Expenses and Common Profits of each Unit in the Regime comprised of Phases 1 through 4 following the recordation of this Amendment shall be as stated in the Declaration.

(d) Such Percentage Interests as established pursuant to the Declaration, as amended, and confirmed hereby shall determine the Percentage Interests of each Unit Owner from time to time, as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 4 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 14 of the Declaration. After the recordation of this Amendment, the Condominium Regime shall contain 84 units.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

4000:11/06/90
BKC45(4753T)

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed on its behalf, on the date first above written.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland Limited Partnership

By: Harford Land Development, Inc., a Maryland Corporation, General Partner

[Handwritten signature]

By: *[Handwritten signature]* (SEAL)
Michael A. Rodgers,
Vice President

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 7th day of November, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael A. Rodgers, Vice President of Harford Land Development, Inc., a Maryland corporation, General Partner of Harford Land Development Limited Partnership, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration for English Country Manor Condominium, on behalf of the Developer for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Michelle M. Machlinski
Notary Public

My Commission Expires: 9/14/93

MICHELLE M. MACHUNSKI
Notary Public
Harford Co., MD
My Comm. Exps. Sept. 14, 1993

REC'D & FILED
NO _____
1990 NOV 7 PH 3:12
HARFORD CO.
CLERK

LIBR 1672 1000505

CONSENT OF TRUSTEE

The undersigned Trustee, pursuant to a certain Indemnity Deed of Trust, dated July 31, 1989, and recorded among the Land Records of Harford County at Liber 1565, folio 946, made by Harford Land Development Limited Partnership, Grantor therein, and First National Bank of Maryland, Beneficiary, does hereby consent to this Amendment to the Declaration of English Country Manor Condominium, for the purpose of adding 22 units and common elements to the regime, as provided in paragraph 2 of the Declaration and as described in this Amendment to the Declaration to which this Consent is attached.

WITNESS:

TRUSTEE:

[Handwritten Signature]

Patricia A. Brian ✓ (SEAL)
Patricia A. Brian

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 6 day of November, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia A. Brian, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal.

Dorothy J. Johnson
NOTARY PUBLIC

My Commission Expires:

3-1-93

Weinberg + Green
100 S. Charles St.
Balt. 21201

Rec'd & Recorded 11-7 1990 at 3:42 P
at Liber 1672 Folio 503 & examined per
Charles G. Hibb, III, Clerk, Harford County

4000:1C/05/90.
8K47(47541)

21-

FIFTH AMENDMENT TO THE DECLARATION OF
ENGLISH COUNTRY MANOR CONDOMINIUM
HARFORD COUNTY, MARYLAND

THIS FIFTH AMENDMENT TO THE DECLARATION (herein this "Amendment"),
Made this 6th day of December, 1990, by HARFORD LAND DEVELOPMENT
LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to
as the "Developer").

WHEREAS, the Developer had previously executed a "Declaration of
English Country Manor Condominium," recorded among the Land Records of Harford
County, Maryland, on August 8, 1990, in Liber 1650, folio 81, et seq.
(hereinafter referred to as the "Declaration"), as amended, and By-Laws of
English Country Manor Condominium recorded among the aforesaid Land Records on
August 8, 1990, in Liber 1650, folio 104, et seq. (hereinafter referred to as
the "By-Laws"), together with a Condominium Plat, entitled "Plat of
Condominium Subdivision for English Country Manor Condominium, Phase 1,"
recorded on August 8, 1990, in Liber 4, folio 41, et seq. (hereinafter
referred to as the "Plat") with respect to the building constructed in Phase 1
of the property shown on said Condominium Plat;

WHEREAS, as contemplated in accordance with the provisions of the
Declaration, the Developer has completed construction of one (1) additional
building in Phase 5 of the property, as shown in general terms on the Plat,
and now desires to add the land and said one (1) additional building contained
in Phase 5 to the Condominium Regime established pursuant to the Declaration;

WHEREAS, the Declaration further provides that upon the annexation of
Building 1 into the Regime that the Parking Space Limited Common Elements that
are initially restricted to Unit B 603 Thames are to be reassigned to Unit 1E
600 Squire (in Building 1);

WHEREAS, the Developer now desires to re-assign all those Parking
Space Limited Common Element the use of which Developer still retains to a
different unit in Building 1; and

WHEREAS, Developer desires to make such reassignment as part of this
Fifth Amendment to the Declaration.

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

1. Submission of Additional Property of the Regime. The Developer
does hereby submit to the Regime established under the Declaration all that
certain lot or parcel of land located in the Town of Belair, Harford County,
Maryland, being designated as Phase 5 and described on that certain plat
entitled "Supplemental Plat of Condominium Subdivision for English Country
Manor Condominium, Phase 5" (the "Supplemental Plat"), to be recorded among
the Land Records of Harford County, Maryland, contemporaneously with this
Amendment together with one (1) building constructed thereon, being

21.00
12/11/90

Building 1, containing a total of twenty-four (24) Condominium units, Units 1A-1C, 1E, and 1F 600 Squire Lane, Units 2A-2C and 2E-2J 600 Squire Lane, and Units 3A-3J 600 Squire Lane, and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 5 Property");

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Supplemental Plat, and easements and rights-of-way shown thereon.

2. Effect of Amendment and Adding Additional Property to the Regime.

(a) As provided in the Declaration, upon the recording of this Amendment, the Phase 5 Property submitted hereby, and the Phases 1 through 4 properties previously submitted, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration and the By-Laws and any amendments thereto.

(b) Without limiting the foregoing, each owner of a Unit in the Regime, as the same was constituted prior to the recordation of this Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby. The interest in the Common Elements to be in proportion to the Percentage Interests set forth in Paragraph 7 of the Declaration after the addition of the Phase submitted hereby.

(c) As also provided in Paragraph 7 of the Declaration, as amended, the Percentage Interests in the Common Expenses and Common Profits of each Unit in the Regime comprised of Phases 1 through 5 following the recordation of this Amendment shall be as stated in the Declaration.

(d) Such Percentage Interests as established pursuant to the Declaration, as amended, and confirmed hereby shall determine the Percentage Interests of each Unit Owner from time to time, as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 5 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 14 of the Declaration. After the recordation of this Amendment, the Condominium Regime shall contain 109 units.

3. Reassignment of Parking Space Limited Elements.

(a) The Declaration provides, in Paragraph 8.G.4. for the creation of Parking Space Limited Common Elements. It provides in Subparagraph b of Paragraph 8.G.4. that all of the Parking Space Limited Common Elements in Phase 1 of the Regime were assigned to Unit 603B Thames in Building 3 and that any additional Parking Space Limited Common Elements constructed in additional phases would be assigned that same unit in Building 3.

(b) Paragraph 8.G.4.d. provides that when Building 1 is annexed into the Regime all of the Parking Space Limited Common Elements whose use was initially restricted to Unit B-603 Thames in Building 3 except those Parking

4000:12/05/90
BKC47(47541)

Space Limited Common Elements which had previously been granted to unit owners by the Developer, would be assigned to Unit 1E 600 Squire in Building 1.

(c) The Developer now desires to re-assign all Parking Space Limited Common Elements not previously conveyed to unit owners by the Developer to Unit 2H 600 Squire in Building 1, and by this Fifth Amendment to the Declaration of English Country Manor Condominium does hereby so re-assign.

4. Definitions. All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed on its behalf, on the date first above written.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP,
a Maryland Limited Partnership

By: Harford Land Development, Inc., a
Maryland Corporation, General Partner

Michael A. Rodgers

By: Michael A. Rodgers (SEAL)
Michael A. Rodgers,
Vice President

BALTIMORE

STATE OF MARYLAND, COUNTY OF ~~BALTIMORE~~, TO-WIT:

I HEREBY CERTIFY that on this 6TH DECEMBER, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael A. Rodgers, Vice President of Harford Land Development, Inc., a Maryland corporation, General Partner of Harford Land Development Limited Partnership, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration for English Country Manor Condominium, on behalf of the Developer for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.



Ronald G. Bowers
Notary Public

RONALD G. BOWERS, NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES DECEMBER 1, 1991

10001679-3-10001086

4000:11/27/90
BKC47(47541)

CONSENT OF TRUSTEES

The undersigned Trustees, pursuant to a certain Indemnity Deed of Trust, dated July 31, 1989, and recorded among the Land Records of Harford County at Liber 1565, folio 946, made by Harford Land Development Limited Partnership, Grantor therein, and First National Bank of Maryland, Beneficiary, do hereby consent to this Amendment to the Declaration of English Country Manor Condominium, for the purpose of adding 26 units and common elements to the regime, as provided in paragraph 2 of the Declaration and as described in this Amendment to the Declaration to which this Consent is attached.

WITNESS:

TRUSTEES:

[Signature]

Patricia A. Brian (SEAL)
Patricia A. Brian

[Signature]

Anna M. Marcellino (SEAL)
Anna M. Marcellino

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

I HEREBY CERTIFY, that on this 29th day of November, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia A. Brian, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:



My Comm. Exps.
July 24, 1994

Valeri J. Gelormino
NOTARY PUBLIC



SIXTH AMENDMENT TO THE DECLARATION OF
ENGLISH COUNTRY MANOR CONDOMINIUM
HARFORD COUNTY, MARYLAND

REC FE 22.00

P COPY

361.00

3.00

22-

THIS SIXTH AMENDMENT TO THE DECLARATION (herein this "Amendment"). Made this 15th day of February, 1991, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer").

WHEREAS, the Developer had previously executed a Declaration of English Country Manor Condominium, recorded among the Land Records of Harford County, Maryland, on August 8, 1990, in Liber 1650, folio 81, et seq. (hereinafter referred to as the "Declaration"), as amended, and By-Laws of English Country Manor Condominium recorded among the aforesaid Land Records on August 8, 1990, in Liber 1650, folio 104, et seq. (hereinafter referred to as the "By-Laws"), together with a Condominium Plat, entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1," recorded on August 8, 1990, in Liber 4, folio 41, et seq. (hereinafter referred to as the "Plat") with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat.

8'5"

02/15/91

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed construction of one (1) additional building in Phase 6 of the property, as shown in general terms on the Plat, and now desires to add the land and said one (1) additional building contained in Phase 6 to the Condominium Regime established pursuant to the Declaration;

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

1. Submission of Additional Property of the Regime.

The Developer does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Town of Belair, Harford County, Maryland, being designated as Phase 6 and described on that certain plat entitled "Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 6" (the "Supplemental Plat"), to be recorded among the Land Records of Harford County, Maryland, contemporaneously with this Amendment together with one (1) building constructed thereon, being Building 6, containing a total of twenty (20) Condominium units, Units A-J 601 Churchill Road and Units A-J 603 Churchill Road, and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 6 Property");

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Supplemental Plat, and easements and rights-of-way shown thereon.

2. Effect of Amendment and Adding Additional Property to the Regime.

(a) As provided in the Declaration, upon the recording of this Amendment, the Phase 6 Property submitted hereby, and the Phases 1 through 5 properties previously submitted, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration and the By-Laws and any amendments thereto.

(b) Without limiting the foregoing, each owner of a Unit in the Regime, as the same was constituted prior to the recordation of this Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby. The interest in the Common Elements to be in proportion to the Percentage Interests set forth in Paragraph 7 of the Declaration after the addition of the Phase submitted hereby.

(c) As also provided in Paragraph 7 of the Declaration, as amended, the Percentage Interests in the Common Expenses and Common Profits of each Unit in the Regime comprised of Phases 1 through 6 following the recordation of this Amendment shall be as stated in the Declaration.

(d) Such Percentage Interests as established pursuant to the Declaration, as amended, and confirmed hereby shall determine the Percentage Interests of each Unit Owner from time to time, as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 6 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 14 of the Declaration. After the recordation of this Amendment, the Condominium Regime shall contain 129 units.

3. Definitions. All terms used herein shall have the meanings specified in the Declaration.

- 3 -

15871691 TELNO913

NOT MISSING
I think it is mis-
numbered,
PAGE page 3
follows

2

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Numbered
912
913

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed on its behalf, on the date first above written.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland Limited Partnership

By: Harford Land Development, Inc., a Maryland Corporation, General Partner

Giovanna M. Young

By: Michael A. Rodgers (SEAL)
Michael A. Rodgers,
Vice President

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 15th day of February, 1998, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael A. Rodgers, Vice President of Harford Land Development, Inc., a Maryland corporation, General Partner of Harford Land Development Limited Partnership, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration for English Country Manor Condominium, on behalf of the Developer for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Giovanna M. Young
Notary Public



My Commission Expires: July 1, 1995

This is to certify to the Clerk of the Court that the within instrument has been prepared by or under the supervision of the undersigned Maryland attorney.

Michael H. Mannes
Michael H. Mannes

CONSENT OF TRUSTEES

The undersigned Trustees, pursuant to a certain Indemnity Deed of Trust, dated July 31, 1989, and recorded among the Land Records of Harford County at Liber 1565, folio 946, made by Harford Land Development Limited Partnership, Grantor therein, and First National Bank of Maryland, Beneficiary, do hereby consent to this Amendment to the Declaration of English Country Manor Condominium, for the purpose of adding 20 units and common elements to the regime, as provided in paragraph 2 of the Declaration and, as described in this Amendment to the Declaration to which this Consent is attached.

WITNESS:

TRUSTEES:

Mark J. Percy

Patricia A. Brian (SEAL)
Patricia A. Brian

Mark J. Percy

Anna M. Marcellino (SEAL)
Anna M. Marcellino

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of February, 1991, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia A. Brian, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal:

William J. Maclean
NOTARY PUBLIC

My Commission Expires:

February 1, 1991

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

1991 I HEREBY CERTIFY, that on this 13th day of February, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Anna M. Marcellino, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal.



NOTARY PUBLIC

My Commission Expires:

February 1, 1994

Return to:
G.M. Young
Weinberg & Green
100 S Charles St.
Balt., Md. 21201

4000:0350:5/21/91
BIJ09:45167

*Return to:
600 Spinnelane
Bel Air, Md. 21014
attn: Michael Rodgers*

CONFIRMATORY SIXTH AMENDMENT

AND

SEVENTH AMENDMENT TO THE DECLARATION OF
ENGLISH COUNTRY MANOR CONDOMINIUM
HARFORD COUNTY, MARYLAND

THIS CONFIRMATORY SIXTH AMENDMENT AND SEVENTH AMENDMENT TO THE DECLARATION (hereinafter referred to as this "Confirmatory Sixth Amendment" and this "Seventh Amendment", and sometimes collectively referred to as this "Amendment"), Made this 21st day of May, 1991, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer").

WHEREAS, the Developer had previously executed a "Declaration of English Country Manor Condominium," recorded among the Land Records of Harford County, Maryland, on August 8, 1990, in Liber 1650, folio 81, et seq. (hereinafter referred to as the "Declaration"), as amended, and By-Laws of English Country Manor Condominium recorded among the aforesaid Land Records on August 8, 1990, in Liber 1650, folio 104, et seq. (hereinafter referred to as the "By-Laws"), together with a Condominium Plat, entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1," recorded on August 8, 1990, in Liber 4, folio 41, et seq. (hereinafter referred to as the "Plat") with respect to the building constructed in Phase 1 of the property shown on said Condominium Plat.

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer had completed construction and had added the land and one (1) additional building contained in Phase 6 to the Condominium Regime established pursuant to the Declaration by a Sixth Amendment to the Declaration of English Country Manor Condominium dated February 15, 1991, and recorded among the aforesaid Land Records in Liber 1691, folio 912; and

WHEREAS, the total number of condominium units annexed into the Condominium Regime after the filing of the Sixth Amendment was listed incorrectly in the said Sixth Amendment; and

REC FE 22.00
H&M CO. 22.00

WHEREAS, the Developer desires to correct said error and confirm the total number of units contained in Phase 6 of the Condominium Regime; and

REC FE 22.00
H&M CO. 22.00

WHEREAS, as contemplated in accordance with the provisions of the Declaration, the Developer has completed

05/29/91

LIBER 1713 FOLIO 0569

21716

construction of one (1) additional building in Phase 7 of the property, as shown in general terms on the Plat, and now desires to add the land and said one (1) additional building contained in Phase 7 to the Condominium Regime established pursuant to the Declaration.

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

1. Sixth Confirmatory Amendment. After the recordation of this Confirmatory Sixth Amendment, Phase 6 of the Condominium Regime shall contain 128 units.

2. Submission of Additional Property of the Regime. The Developer does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the Town of Belair, Harford County, Maryland, being designated as Phase 7 and described on that certain plat entitled "Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 7" (the "Supplemental Plat"), to be recorded among the Land Records of Harford County, Maryland, contemporaneously with this Seventh Amendment together with one (1) building constructed thereon, being Building 7, containing a total of twenty-two (22) Condominium units, Units A-K 201 Yorkshire Way and Units A-K 203 Yorkshire Way, and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 7 Property");

SUBJECT, HOWEVER, TO and entitled to the benefit of all statements and conditions set forth in the Supplemental Plat, and easements and rights-of-way shown thereon.

3. Effect of this Seventh Amendment and Adding Additional Property to the Regime.

(a) As provided in the Declaration, upon the recording of this Seventh Amendment, the Phase 7 Property submitted hereby, and the Phases 1 through 6 properties previously submitted, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration and the By-Laws and any amendments thereto.

(b) Without limiting the foregoing, each owner of a Unit in the Regime, as the same was constituted prior to the recordation of this Seventh Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby. The interest in the Common Elements to be in proportion to the Percentage Interests set forth in Paragraph 7 of the Declaration after the addition of the Phase submitted hereby.

(c) As also provided in Paragraph 7 of the Declaration, as amended, the Percentage Interests in the Common Expenses and Common Profits of each Unit in the Regime comprised of Phases 1 through 7 following the recordation of this Seventh Amendment shall be as stated in the Declaration.

(d) Such Percentage Interests as established pursuant to the Declaration, as amended, and confirmed hereby shall determine the Percentage Interests of each Unit Owner from time to time, as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 7 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 14 of the Declaration. After the recordation of this Seventh Amendment, the Condominium Regime shall contain 150 units.

4. **Definitions.** All terms used herein shall have the meanings specified in the Declaration.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed on its behalf, on the date first above written.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland Limited Partnership

By: Harford Land Development, Inc., a Maryland Corporation, General Partner

Giovanna M. Young

By: *Michael A. Rodgers* (SEAL)
Michael A. Rodgers,
Vice President

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this 29th day of May, 1991, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Michael A. Rodgers, Vice President of Harford Land Development, Inc., a Maryland corporation, General Partner of Harford Land Development Limited Partnership, who made oath in due form of law that he is authorized to execute this Amendment to the Declaration for English Country Manor Condominium, on behalf of the Developer for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Giovanna M. Young
Notary Public

My Commission Expires: 7/1/95



4000:0350:5/21/91
81J09:4516T

CONSENT OF TRUSTEES

The undersigned Trustees, pursuant to a certain Indemnity Deed of Trust, dated July 31, 1989, and recorded among the Land Records of Harford County at Liber 1565, folio 946, made by Harford Land Development Limited Partnership, Grantor therein, and First National Bank of Maryland, Beneficiary, do hereby consent to this Amendment to the Declaration of English Country Manor Condominium, for the purposes of correcting the total number of units contained Phase 6 of the Condominium Regime, and of adding 22 units and common elements contained in Phase 7 to the Regime, as provided in paragraph 2 of the Declaration and as described in this Amendment to the Declaration to which this Consent is attached.

WITNESS:

Myra A. Moore
Myra A. Moore

TRUSTEES:

Patricia A. Brian (SEAL)
Patricia A. Brian
Anna M. Marcellino (SEAL)
Anna M. Marcellino

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28 day of May, 1991, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Patricia A. Brian, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal.

Dorothy E. Johnson
NOTARY PUBLIC

My Commission Expires:

3-1-93

- 4 -

LIBER 1713 FOLIO 572

70, 66 7/12/03
-653-7650

CONFIRMATORY NINTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR CONDOMINIUM

THIS CONFIRMATORY NINTH AMENDMENT TO DECLARATION OF ENGLISH COUNTRY MANOR CONDOMINIUM, made this 21st day of November, 1995, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, a Maryland limited partnership (hereinafter referred to as the "Developer"),

IMP FT SURE \$ 2.00
RECORDING FEE 30.00
TOTAL 32.00
Rec# H402 Acct # 16243

WITNESSETH:

WHEREAS, by Declaration entitled "Declaration of English Country Manor Condominium," dated August 7, 1990, recorded among the Land Records of Harford County, Maryland in Liber No. 1650 at Folio 079 (the "Declaration"), together with a certain plat entitled "Plat of Condominium Subdivision for English Country Manor Condominium, Phase 1", also recorded among the aforesaid Land Records in Plat Book No. 4 at Folios 41 et seq. (the "Plat"), the Developer established a condominium regime pursuant to the laws of Maryland; and

CGH LD Blk # 276
Dec 05, 1995 03:14 PM

WHEREAS, pursuant to the Declaration, the Developer reserved the right to expand and add to the condominium regime certain real property and improvements and has done so from time to time since the recording of the Declaration and the Plat by recording amendments thereto; and

WHEREAS, the last such amendment to the Declaration, entitled "Ninth Amendment to the Declaration of English Country Manor", and dated September 6, 1991, was recorded among the aforesaid Land Records in Liber No. 1740 at Folio 918 (the "Ninth Amendment"), together with a plat entitled "Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 9", recorded among the aforesaid Land Records in Plat Book No. 5, at Folios 49 - 51 (the "Phase 9 Plat"); and

WHEREAS, the Ninth Amendment incorrectly referenced one of the condominium units being added to the said condominium regime thereby and the Phase 9 Plat incorrectly designated two of the condominium units delineated thereon; and

WHEREAS, the Developer, desiring to correct the said errors on the Phase 9 Plat, has heretofore caused a confirmatory plat entitled "Confirmatory Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 9", to be recorded among the aforesaid Land Records in Plat Book No. 8 at Folios 40 - 42, on which condominium unit 1E has been re-designated 1D and condominium unit 1D has been re-designated 1G; and

LIBER 318 FOLIO 960

WHEREAS, the Developer now wishes to correct the error in the Ninth Amendment.

NOW, THEREFORE, for the purposes aforesaid, the Developer does hereby state paragraph numbered 1. of the Ninth Amendment to read as follows:

"1. Submission of Additional Property to the Regime. The Developer does hereby submit to the Regime established under the Declaration all that certain lot or parcel of land located in the town of Bel Air, Harford County, Maryland, being designated as Phase 9 and described on that certain plat entitled "Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 9" (the "Supplemental Plat"), recorded among the Land Records of Harford County, Maryland, in Plat Book No. 5 at Folios 49 - 51, as amended by that certain plat entitled "Confirmatory Supplemental Plat of Condominium Subdivision for English Country Manor Condominium, Phase 9", recorded among the aforesaid Land Records in Plat Book No. 8 at Folios 40 - 42, together with four (4) condominium units in Building 1 constructed thereon as units 1D, 1G, 2D and Basement Shop Unit, 600 Squire Lane, and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any appertaining (hereinafter referred to as the "Phase 9 Property")."

All other provisions of the Ninth Amendment not herein amended shall remain and continue in full force and effect.

NADEAN V. FINKE, the record owner in fee simple of the condominium unit formerly designated 1D of Phase 9 of English Country Manor Condominium, by virtue of a certain deed from the Developer dated October 15, 1993 recorded among the aforesaid Land Records in Liber No. 2053 at Folio 266, has joined in the execution of this Confirmatory Ninth Amendment to Declaration to acknowledge her consent to the re-designation of her condominium unit from "1D" to "1G".

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

WITNESS:

HARFORD LAND DEVELOPMENT
LIMITED PARTNERSHIP

By: Harford Land Development, Inc.,
General Partner

[Handwritten signature]

By: *[Handwritten signature]*
William J. Fleischer, President

[Handwritten signature]
[Handwritten signature]

[Handwritten signature]
Nadean V. Finke
[Handwritten signature]

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

I HEREBY CERTIFY that on this 24th day of November, 1995, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared William J. Fleischer, President of Harford Land Development, Inc., the general partner of HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he executed the said instrument on behalf of the said corporation in its capacity as general partner of the said limited partnership, being authorized to do so.

AS WITNESS, my hand and Notarial Seal.

[Handwritten signature]
Notary Public

Signed as:

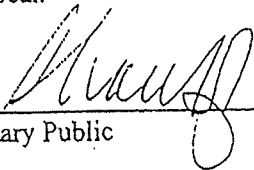
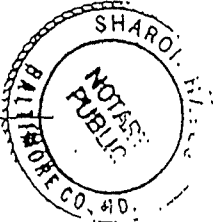
My Commission Expires: 11/1/97

Commissioned as: Susan Amy Hladky

STATE OF MARYLAND, COUNTY OF HARFORD, to wit:

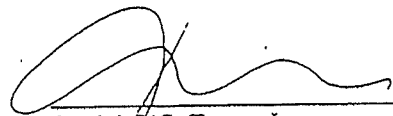
I HEREBY CERTIFY that on this 28th day of November, 1995, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Nadean V. Finke, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the foregoing instrument for the purposes therein contained.

AS WITNESS, my hand and Notarial Seal.


Notary Public 

My Commission Expires: 2/1/97

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

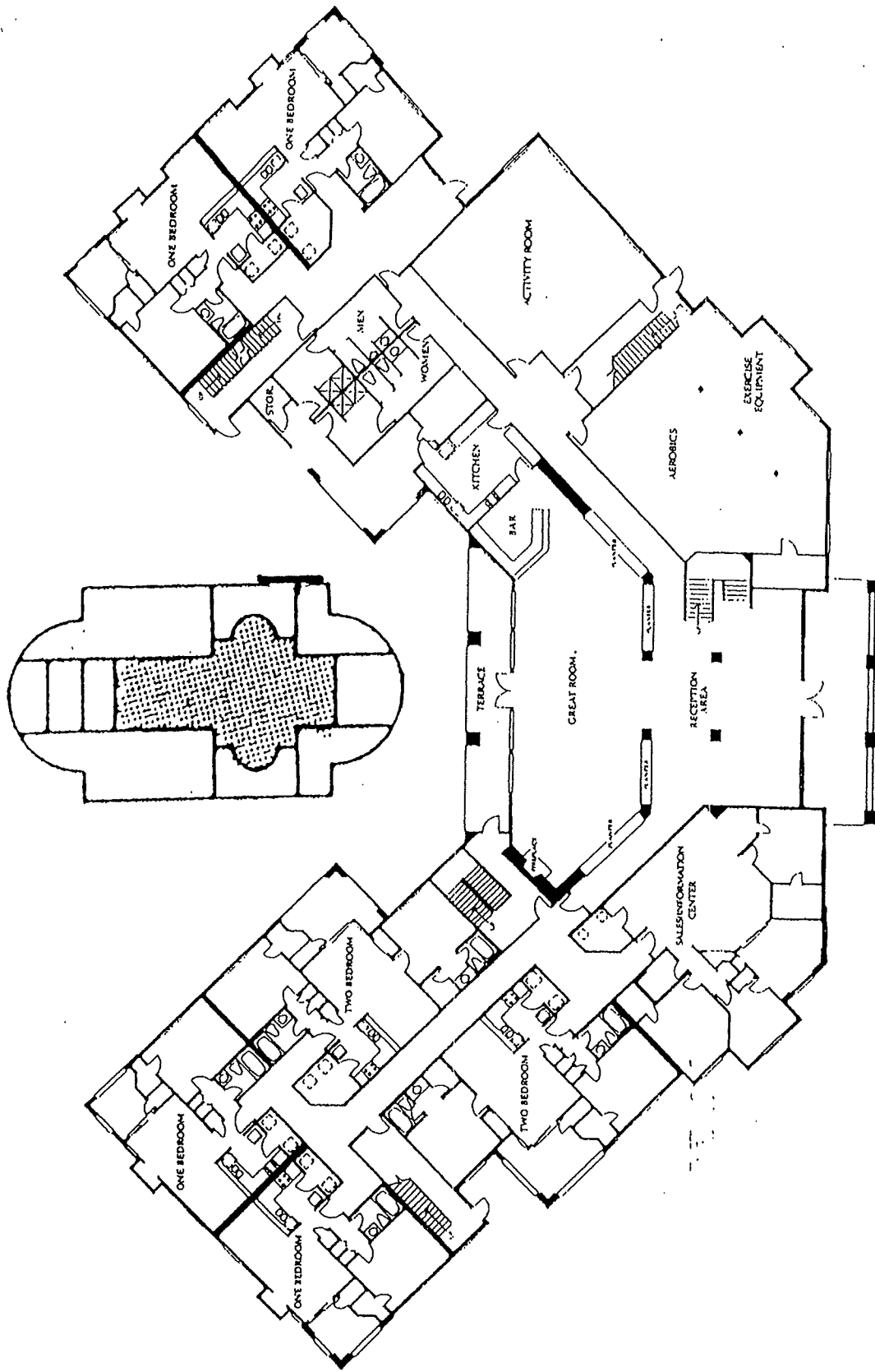

Daniel O.C. Tracy, Jr.

PROPERTY TRANSFER TAX IN THE

AMOUNT OF \$ none

Department of Assessments
and Taxation
Harford County

Pay 11/28/95
Date



FIRST FLOOR PLAN

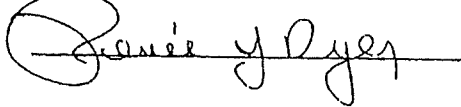
LIBER 2025 FOLIO 1046

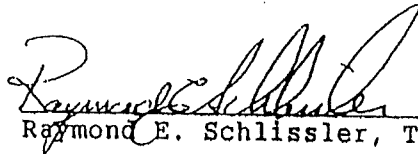
CONSENT AND AGREEMENT OF
TRUSTEE AND BENEFICIARY

Raymond E. Schlissler, Trustee, and Provident Bank of Maryland, a banking institution organized and existing under the laws of Maryland, who are, respectively, a trustee and the beneficiary under a Deed of Trust ("Deed of Trust") dated June 18, 1992, and record among the Land Records of Harford County, Maryland, in Liber 1933 at folios 81 et seq., hereby join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the Deed of Trust, in and to the real property described in Exhibit A attached to the Declaration to the terms, covenants and conditions set forth in the Declaration.

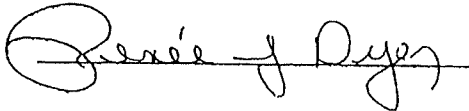
IN WITNESS WHEREOF, the said Trustee and Beneficiary have signed and ensealed these presents as of this 20th day of October, 1993.


WITNESS:



 (SEAL)
Raymond E. Schlissler, Trustee

PROVIDENT BANK OF MARYLAND

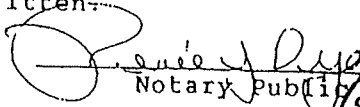
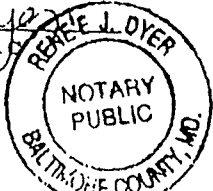


By:  (SEAL)
George D. Decker, Vice President

STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Raymond E. Schlissler, 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 it as trustee for the purposes therein set forth, and that it is his act and deed.

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

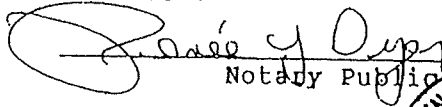
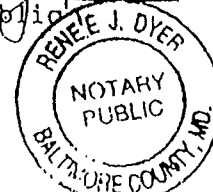

Notary Public


My commission expires on
Renee J. Dyer
Notary Public State of Maryland
My Commission Expires June 17, 1997

STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared George D. Decker, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that it is his act and deed.

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


Notary Public


My commission expires on
Renee J. Dyer
Notary Public State of Maryland
My Commission Expires June 17, 1997

DECLARATION OF CONDITIONS
RELATING TO ROADS

REC FE

SURCHG

THIS DECLARATION dated November 25, 1992, by HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP (the "Partnership"), and COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM (the "Council").

RECITALS

HARF..CO.

5

A. The Partnership owns all that land located in Harford County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof (the "Phase 2 Area").

4777440 0002 RD

49' 2' ✓ B. The Council is an unincorporated association the members of which are all owners of units in that certain condominium regime (the "Existing Condominium") known as "English Country Manor Condominium" created by recordation of a condominium declaration recorded among the Land Records of Harford County, Maryland in Liber 1650, folio 79, as amended.

107

12/24

C. The Partnership intends to develop all or a portion of the Phase 2 Area into a project containing a maximum of two hundred twenty four (224) dwelling units.

D. Section 12 of the condominium declaration for the Existing Condominium encumbers the Existing Condominium with easements for the benefit of owners of the Phase 2 Area but also provides that certain of the costs therefor be shared by owners of the Phase 2 Area.

E. The Partnership desires to subject the Phase 2 Area to the conditions set forth below which are for the purposes of ensuring payment to the Council.

F. The Partnership and the Council hereby declare that the Phase 2 Area and the Condominium Property (collectively the "Property") shall be held, sold and conveyed subject to the conditions set forth below.

I. GENERAL

1.1. General Provisions

(a) Whenever used in this Declaration, the following terms, when capitalized, shall have the following meanings unless the context indicates clearly a contrary intent or unless otherwise provided specifically herein:

(i) "Common Facilities" means all the roadways, ramps and exterior paved areas in the Existing Condominium which may exist from time to time for the purpose of providing vehicular and pedestrian ingress and egress and all exterior landscaping in the Existing Condominium maintained by the Council.

(ii) "Entrance Gate" means the gatehouse located on English Manor Lane at the entrance of the Existing Condominium.

(iii) "Existing Owner" means the record owner of any Existing Unit, his successors and assigns (including tenants).

(iv) "Existing Unit" means each individual dwelling unit now or hereafter located in the Existing Condominium.

(v) "Owner" means the record owner of any Unit, his successors or assigns (including tenants).

(vi) "Phase 2 Owner" means the council of unit owners for any condominium regime established in the Phase 2 Area, and any owner of the fee simple title to any remaining portion of the Phase 2 Area.

(vii) "Unit" means each of the individual dwelling units now or hereafter located on the Phase 2 Area.

(viii) "Utilities" means utilities and their associated distribution systems located in the Existing Condominium but serving the Phase 2 Area.

1.2 Incorporation of Recitals.

The Recitals are hereby incorporated as if fully set forth herein.

II. AFFIRMATION OF EASEMENTS FOR BENEFIT OF PHASE 2 AREA

2.1 Ingress/Egress and Use Easements

The Council hereby acknowledges and affirms the easements for the benefit of the Phase 2 Area created pursuant to the provisions of Section 12 of the condominium declaration for the Existing Condominium.

III. COSTS RELATING TO COMMON FACILITIES,
ENTRANCE GATE AND UTILITIES

3.1. Cost and Expense of Common Facilities, Entrance Gate and Utilities.

Subject to the right of reimbursement as provided in Section 3.2, the costs of operating and maintaining the Common Facilities, the Entrance Gate and the Utilities shall be borne by the Existing Condominium. The Council shall maintain a comprehensive system of books and accounts in a manner reasonably satisfactory to the Phase 2 Owner showing and reflecting the cost and expense of operating and maintaining the Common Facilities, Entrance Gate and Utilities. All such books and accounts shall be available for inspection by the Phase 2 Owner at any time during normal business hours. At the end of each month the Council shall render to the Phase 2 Owner a detailed accounting showing the cost and expense of operating and maintaining the Common Facilities, Entrance Gate and Utilities during such month and stating the fractional share thereof payable by each Phase 2 Owner as determined pursuant to Section 3.2 hereof. Each Phase 2 Owner shall remit its share of such cost and expense to the Council within the later to occur of thirty (30) days after receipt by it of such accounting or by the thirtieth (30th) day of the month. If the parties hereto cannot agree as to the amount of the cost and expense incurred in operating and maintaining the Common Facilities, Entrance Gate and Utilities or the fractional share thereof for which each Phase 2 Owner is liable, then such questions shall be referred to an arbitrator in accordance with Article VI hereof, who shall determine the answers to such questions in accordance with generally accepted accounting principles. The decision of the arbitrator shall be final and binding on the parties hereto. All charges and fees of the arbitrator shall be paid equally by the Council and the Phase 2 Owner.

3.2 Reimbursement.

(a) Common Facilities. Commencing as of the first day of the month during which a portion of the Phase 2 Area is developed into one or more Units for which a certificate of occupancy has been issued, and continuing on the first day of each month thereafter, the Owner of each Unit which has been conveyed to a third party Owner shall pay to the Phase 2 Owner (who in turn shall pay to the Council) the monthly sum of \$.87 calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium, as reimbursement for the cost and expense of operating and maintaining the Common Facilities.

Commencing as of the earlier to occur of January 1, 1996 or the first day of the month during which all of the Phase 2 Area is developed into Units for which certificates of occupancy have been issued and such Units have been conveyed to third party Owners, and continuing on the first day of each month thereafter, the Phase 2 Owner shall pay to the Council one-third (1/3) of the cost and expense of operating and maintaining the Common Facilities, said sum having been calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium.

(b) Entrance Gate. Commencing as of the first day of the month during which a portion of the Phase 2 Area is developed into one or more Units for which a certificate of occupancy has been issued, and continuing on the first day of each month thereafter, the Owner of each Unit which has been conveyed to a third party Owner shall pay to the Phase 2 Owner (who in turn shall pay to the Council) the monthly sum of \$.22, calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium, as reimbursement for the cost and expense of operating and maintaining the Entrance Gate.

Commencing as of the first day of the month during which all of the Phase 2 Area is developed into Units for which certificates of occupancy have been issued and such Units have been conveyed to third party Owners, and continuing on the first day of each month thereafter, the Phase 2 Owner shall pay to the Council one-half (1/2) of the cost and expense of operating and maintaining the Entrance Gate, said sum having been calculated in accordance with the provisions of Section 12.B of the condominium declaration for the Existing Condominium.

(c) Utilities. Commencing as of the first day of the month following the date of conveyance of a completed unit to a third party Owner, and continuing monthly thereafter, each such third party Owner shall reimburse the Council (through the Phase 2 Owner) for the cost of operating and maintaining the Utilities. Each third party Owner's responsibility for its monthly share of the cost of operating and maintaining the Utilities shall be determined by multiplying all such costs by a fraction the numerator of which is 1 and denominator of which is 399, then dividing such product by 12.

3.3 Operation and Maintenance of Common Facilities.

The Common Facilities shall be maintained and operated by the Council. Such Common Facilities shall be kept,

to the extent reasonably possible, in a state of maintenance and repair comparable to that existing when such Common Facilities were first constructed, ordinary wear and tear excepted. The Council agrees not to alter significantly any of the Common Facilities without the prior written consent of the Phase 2 Owner, which consent shall not be unreasonably withheld.

IV. GENERAL PROVISIONS

4.1 The invalidity of any of the provisions of this Declaration shall not affect any of the other provisions, all of which shall remain in full force and effect.

4.2 Each conveyance of a Unit or an Existing Unit or of any interest therein, shall be deemed to be subject to this Declaration whether or not the deed conveying the Unit or the Existing Unit shall so state.

4.3 This Declaration contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Declaration shall be valid only if executed in writing by the parties hereto, their successors or assigns, and recorded among the Land Records of Harford County.

4.4 As used in this Declaration the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

4.5 This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4.6 The provisions of this Declaration shall be deemed to be cumulative. No provision of this Declaration shall be deemed to be in limitation of or to exclude any other provision hereof, or any right, remedy or provision of law, unless otherwise expressly stated.

4.7 The captions of this Declaration are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Declaration or any part hereof.

V. TERMINATION

This Declaration shall continue in full force and effect for a term of forty (40) years and shall thereafter renew automatically for successive renewal terms of ten (10) years each, unless prior to the commencement of any such renewal term an appropriate instrument terminating this Declaration is executed by at least seventy-five percent (75%) of the Existing Owners and their Mortgagees and the Owners of at least seventy-five percent (75%) of the Units in the Phase 2 Area and their Mortgagees and is recorded among the Land Records of Harford County, Maryland.

VI. ARBITRATION

6.1 Any controversy or claim arising out of or relating to this Declaration, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

6.2 Arbitration will be commenced by a written demand made by the Partnership (or any Phase 2 Owner, as the case may be) or the Council upon the other. The written demand will contain a statement of the question to be arbitrated and the name and address of the arbitrator appointed by the demandant. Within ten (10) days after its receipt of the written demand, the other will give the demandant written notice of the name, and address of its arbitrator. Within ten (10) days after the date of the appointment of the second arbitrator, the two arbitrators will meet. If the two arbitrators are unable to resolve the question in dispute within ten (10) days after their first meeting, they will select a third arbitrator. The third arbitrator will be designated as chairman and will immediately give the parties written notice of its appointment. The three arbitrators will meet within ten (10) days after the appointment of the third arbitrator. If they are unable to resolve the question in dispute within ten (10) days after their first meeting, the third arbitrator will render his decision which decision shall be final and binding on the parties and may be enforced according to the laws of the State of Maryland.

6.3 The arbitrators will not have power to add to, modify, detract from, or alter in anyway the provisions of this Declaration or any amendments or supplements hereto. No arbitrator is authorized to make an award of punitive or exemplary damages.

6.4 Each party will each pay for the services of its appointees, attorneys, and witnesses, plus one-half (1/2) of all other proper costs relating to the arbitration.

WITNESS the due execution of this Declaration of Covenants, Conditions, Restrictions and Easements by the Company and the Council.

WITNESS:

✓ HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP
By: Harford Land Development, Inc.,
General Partner

Susan Hardy

By: David M. Tolmie (SEAL)
David M. Tolmie, President

✓ COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM

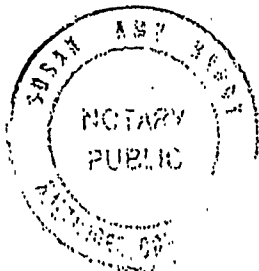
Susan Hardy

By: H. Bradley Fout (SEAL)
H. Bradley Fout, President

STATE OF MARYLAND, COUNTY OF : TO WIT:

I HEREBY CERTIFY that on this 25th day of November 1992, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared David M. Tolmie, President of Harford Land Development, Inc., sole general partner of Harford Land Development Limited Partnership, 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 said instrument in the capacity as described therein.

AS WITNESS, my hand and Notarial Seal.



Susan Amy Hardy
Notary Public
Susan Amy Hardy
My Commission expires: 1/1/93

STATE OF MARYLAND, COUNTY OF HARFORD : TO WIT:

I HEREBY CERTIFY that on this 25th day of November 1992, before me, the subscriber, a Notary Public for the state aforesaid, personally appeared H. Bradley Fout, President and Doris Balis, Secretary, of The Council of Unit Owners of English Country Manor Condominium, and they acknowledged the foregoing Declaration to be the act of said Council and they further acknowledged and certified that The Secretary is the person specified in Article VI Section 6 of the By-Laws to tally votes at meetings of the Council of Unit Owners and that the foregoing Declaration was approved by the percentage of votes of unit owners and Mortgagees required by law and the Declaration and By-Laws of the said Condominium.

AS WITNESS, my hand and Notarial Seal.



Susan Amy Hardy
Notary Public Susan Amy Hardy
My Commission expires: 1/1/93

THIS IS TO CERTIFY that this instrument was prepared by or under the supervision of Virginia A. Zrake, an attorney duly admitted to practice before the Court of Appeals in Maryland.

Virginia A. Zrake
Virginia A. Zrake

MR. CLERK: Upon its recordation, please return this instrument to: Virginia A. Zrake, Esquire, Venable, Baetjer and Howard, 1800 Mercantile Bank & Trust Building, 2 Hopkins Plaza, Baltimore, Maryland 21201.

EXHIBIT A

Description of Partnership Property

All of that parcel known and designated as Parcel 'A' as shown on a subdivision plat entitled "31.2 Acre Parcel to be Conveyed by BTR Realty, Inc." which plat is recorded among the Land Records of Harford County in Plat Book C.G.H. 61, folio 31, but SAVING AND EXCEPTING THEREFROM all that property constituting Phase 1 through Phase 9 of English Country Manor Condominium created by recordation of a Declaration dated August 7, 1990 and recorded among the Land Records of Harford County in Liber 1650, folio 79, as amended; and accompanying condominium plats.

CONSENT AND AGREEMENT OF
TRUSTEE AND BENEFICIARY

Raymond E. Schlissler, Trustee, and Provident Bank of Maryland, a banking institution organized and existing under the laws of Maryland, who are, respectively, a trustee and the beneficiary under a Deed of Trust ("Deed of Trust") dated June 18, 1992, and record among the Land Records of Harford County, Maryland, in Liber 1833 at folios 91 et seq., hereby join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the Deed of Trust, in and to the real property described in Exhibit A attached to the Declaration to the terms, covenants and conditions set forth in the Declaration.

IN WITNESS WHEREOF, the said Trustee and Beneficiary have signed and ensealed these presents as of this 20th day of October, 1993.

WITNESS:

Barbara J. Dyer

Raymond E. Schlissler (SEAL)
Raymond E. Schlissler, Trustee

PROVIDENT BANK OF MARYLAND

Barbara J. Dyer

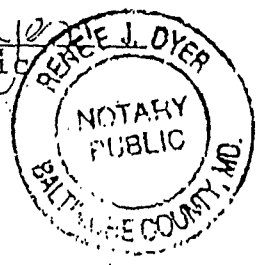
By: George D. Decker (SEAL)
George D. Decker, Vice President

STATE OF MARYLAND, County CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Raymond E. Schlissler, 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 it as trustee for the purposes therein set forth, and that it is his act and deed.

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

Renee J. Dyer
Notary Public



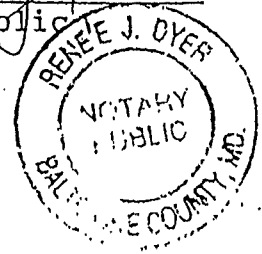
My commission expires on Renee J. Dyer
Notary Public State of Maryland
My Commission Expires June 17, 1997

STATE OF MARYLAND, County CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared George D. Decker, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that it is his act and deed.

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

Renee J. Dyer
Notary Public



My commission expires on _____
Renee J. Dyer
Notary Public State of Maryland
My Commission Expires June 17, 1997

4000:11/27/90
8KC47(47541)

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

I HEREBY CERTIFY, that on this 28th day of November, 1990, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Anna M. Marcellino, who acknowledged herself to be the Trustee of First National Bank of Maryland, and that she, as such Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, in my presence, her name as Trustee.

AS WITNESS my hand and Notarial Seal.

Valeri J. Gelormino
NOTARY PUBLIC



My Commission Expires:



My Comm. Exps.
July 29, 1994

Weinberg & Green
100 S. Charles St.
Baltimore, Md. 21201

REC'D & RECORDED CGH
NO 1679 CL. NO. 1088
1990 DEC 11 AM 9:38
LITTON CO.
100 S. CHARLES ST.
BALTIMORE, MD.

1088 1679 1088

AGREEMENT

THIS AGREEMENT dated November 25, 1992 by and between COUNCIL OF UNIT OWNERS OF ENGLISH COUNTRY MANOR CONDOMINIUM ("the Phase I Council") and HARFORD LAND DEVELOPMENT LIMITED PARTNERSHIP ("the Partnership").

RECITALS

A. The Partnership owns all that land located in Harford County, Maryland, more particularly described in Exhibit A attached hereto and made a part hereof (the "Partnership Property").

B. The Council is an unincorporated association the members of which are all owners of units in that certain condominium regime (the "Existing Condominium") known as "English Country Manor Condominium" created by recordation of a condominium declaration recorded among the Land Records of Harford County, Maryland in Liber 1650, folio 79, as amended. As used herein, the "Condominium Property" shall mean all of the general common elements of the Existing Condominium.

C. The Partnership intends to subject all or a portion of the Partnership Property to a condominium regime (the "Phase 2 Condominium Regime") under the Maryland Condominium Act pursuant to a condominium declaration to be recorded among the Land Records of Harford County, Maryland.

D. The Partnership and the Council have entered into a Declaration of Conditions, Restrictions and Easements of even date herewith (the "Cross-Easements") pursuant to which they have established easements between the Condominium Property and the Partnership Property for the mutual benefit of unit owners in the Existing Condominium and unit owners in the Phase 2 Condominium Regime, among others.

E. Given the interrelated nature of the Existing Condominium and the Phase 2 Condominium Regime, the parties hereto desire to establish methods for cooperation and joint decision making.

NOW THEREFORE, in consideration of the mutual covenants and the Cross-Easements, the parties hereto agree as follows:

1. JOINT DECISIONS.

(a) The parties hereto agree that the following decisions, together with any other issues added in accordance with Section 1(b) hereof, will be decided jointly by the Existing Condominium and the Phase 2 Condominium Regime:

Selection of a management company; promulgation of rules and regulations relating to the use and enjoyment of the Condominium Property (other than the Recreational Amenities, as defined in the Cross Easements, the use of which shall be governed in accordance therewith) and the general common elements in the Phase 2 Condominium Regime; and development of the budget for the facilities used by the unit owners of both the Existing Condominium and the Phase 2 Condominium Regime (collectively the "condominiums"), including, without limitation, the Recreational Amenities and the following enumerated private roads: English Manor Lane, Chaucer Lane, Churchill Road (collectively, the "Shared Facilities").

(b) Additional issues can be added to those that will be decided jointly by indicating the same in a written amendment to this Agreement by a majority vote of the Board of Directors of the Council and the Partnership, its successors and assigns.

(c) Any decisions relating to the selection of a property management company and reserves to be established and maintained in connection with the Shared Facilities shall be made by not later than sixty (60) days prior to the commencement of each condominium's fiscal year, which both acknowledge as a calendar year. Any other decision to be made shall be made within sixty (60) days of a request by one condominium or the other for such a decision.

2. APPOINTED SPOKESMAN.

Whenever in this Agreement an action or a decision is required, that action or decision shall be presented by the president of each condominium and shall be binding on that condominium.

3. ARBITRATION.

If the condominiums are required to make a decision hereunder and are unable to do so, such dispute shall be referred to arbitration as hereinafter provided:

(a) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.

(b) Arbitration will be commenced by a written demand made by the Partnership (or the council of the unit owners of

the Phase 2 Condominium Regime, as the case may be) or the Council upon the other. The written demand will contain a statement of the question to be arbitrated and the name and address of the arbitrator appointed by the demandant. Within ten (10) days after its receipt of the written demand, the other will give the demandant written notice of the name and address of its arbitrator. Within ten (10) days after the date of the appointment of the second arbitrator, the two arbitrators will meet. If the two arbitrators are unable to resolve the question in dispute within ten (10) days after their first meeting, they will select a third arbitrator. The third arbitrator will be designated as chairman and will immediately give the parties written notice of its appointment. The three arbitrators will meet within ten (10) days after the appointment of the third arbitrator. If they are unable to resolve the question in dispute within ten (10) days after their first meeting, the third arbitrator will render his decision which decision shall be final and binding on the parties and may be enforced according to the laws of the State of Maryland.

(c) The arbitrators will not have power to add to, modify, detract from, or alter in anyway the provisions of this Declaration or any amendments or supplements hereto. No arbitrator is authorized to make an award of punitive or exemplary damages.

(d) Each party will each pay for the services of its appointees, attorneys, and witnesses, plus one-half (1/2) of all other proper costs relating to the arbitration.

4. GENERAL PROVISIONS.

(a) The invalidity of any of the provisions of this Agreement shall not affect any of the other provisions, all of which shall remain in full force and effect.

(b) This Agreement contains the final and entire agreement between the parties hereto and they shall not be bound by any liens, conditions, statements or representations, oral or written, not herein contained. Any subsequent amendment to this Agreement shall be valid only if executed in writing by the parties hereto, their successors or assigns. Any amendment shall be effective upon the affirmative majority vote of the board of each party hereto.

(c) As used in this Agreement the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, including, without limitation, the council of unit owners of the Phase 2 Condominium Regime.

(e) The captions of this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part hereof.

(f) The Recitals are hereby incorporated as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

WITNESS:

HARFORD LAND DEVELOPMENT LIMITED
PARTNERSHIP

By: Harford Land Development, Inc.,
General Partner

Susan Coffey

By: David M. Tolmie, Pres. (SEAL)
David M. Tolmie, President

COUNCIL OF UNIT OWNERS OF ENGLISH
COUNTRY MANOR CONDOMINIUM

Susan Coffey

By: H. Bradley Fout (SEAL)
H. Bradley Fout, President

CONSENT AND AGREEMENT OF
TRUSTEE AND BENEFICIARY

Raymond E. Schlissler, Trustee, and Provident Bank of Maryland, a banking institution organized and existing under the laws of Maryland, who are, respectively, a trustee and the beneficiary under a Deed of Trust ("Deed of Trust") dated June 18, 1992, and record among the Land Records of Harford County, Maryland, in Liber 1933 at folios 81 et seq., hereby join in the foregoing Declaration for the express purpose of subjecting all of their right, title and interest under the Deed of Trust, in and to the real property described in Exhibit A attached to the Declaration to the terms, covenants and conditions set forth in the Declaration.

IN WITNESS WHEREOF, the said Trustee and Beneficiary have signed and ensealed these presents as of this 20th day of October, 1993.

WITNESS:

Denise J. Dyer

Raymond E. Schlissler (SEAL)
Raymond E. Schlissler, Trustee

PROVIDENT BANK OF MARYLAND

Denise J. Dyer

By: George D. Decker (SEAL)
George D. Decker, Vice President

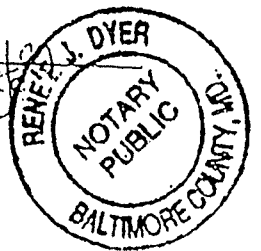
LIBER 2025 FOLIO 1047

STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared Raymond E. Schlissler, 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 it as trustee for the purposes therein set forth, and that it is his act and deed.

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

Renee J. Dyer
Notary Public



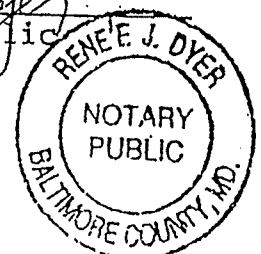
My commission expires on June 17, 1997
Renee J. Dyer
Notary Public State of Maryland
My Commission Expires June 17, 1997

STATE OF MARYLAND, ^{County} CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that on this 20th day of October, 1993, before me, a Notary Public for the state and county aforesaid, personally appeared George D. Decker, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Vice President of Provident Bank of Maryland, a banking institution organized and existing under the law of Maryland, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that it is his act and deed.

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

Renee J. Dyer
Notary Public



My commission expires on _____
Renee J. Dyer
Notary Public State of Maryland
My Commission Expires June 17, 1997

**ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS**

ADMINISTRATIVE RESOLUTION 2008-1

Page 1 of 2

PLANNING AND FINANCE COMMITTEE CHARTER

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor I Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor I Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and discontinue the same at its pleasure;

NOW, THEREFORE, BE IT RESOLVED THAT a standing Planning and Finance Committee be established having the following terms of reference:

RESPONSIBILITY:

The Planning and Finance Committee shall represent the interests of the Council of Unit Owners in all matters. In filling its responsibility, the committee shall, at the discretion of the Board, perform functions, which include, but are not limited to the following:

1. Assist the Board in properly planning and spending the Operating Budget and Reserve Funds.
2. Develop short-term and long-range financial planning to provide for the replacement of community assets, based on information provided on contractors, engineering studies and the like. The committee shall be assisted by the Board and the Property Management Company, which shall provide estimated costs.
3. Review all contracts incorporated into the Operating Budget including, but not limited to: management, insurance, trash removal, security, landscaping, pool service, snow removal, and exterminating contracts, as well as making recommendations to the Board regarding said contracts.
4. Review the Estimated Annual Budget prepared by the Property Management Company and make recommendations to the Board by the second Monday in October. The Annual Budget takes into account the estimated required funds to operate the ECM I community in a professional manner.
5. Advise the Board of the potential impact of condominium fees as they relate to the Annual Budget.
6. Review and recommend to the Board the need for and use of Special Assessments.

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2008-1

Page 2 of 2

PLANNING AND FINANCE COMMITTEE CHARTER

7. Review and recommend to the Board the need for and the use of Reserve Funds.
8. Review and recommend to the Board changes to the monthly Financial Statement published for the community by the Property Management Company so that said statement complies with proper accounting procedures and accounting reports.

COMMITTEE ORGANIZATION:

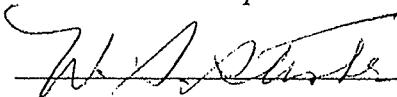
The Planning and Finance Committee shall be composed of ECM I unit owners appointed by the Board. The committee shall report to the Board Treasurer. Committee members shall have experience in areas of finance, management or construction. They shall be selected from the list of owners in good standing and must remain in good standing throughout their appointment. They shall know and understand the Association's Bylaws, Declaration and Rules. The number of committee members shall be determined by the Board. Members of this committee shall serve for one year at the pleasure of the Board. The chairperson shall be appointed following the Association's annual meeting and election. In the event of a conflict of interest, the continued participation of a member on a committee will be evaluated and determined by the Board.

COMMITTEE OPERATIONS

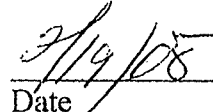
The Planning and Finance Committee shall meet as needed. Any Board member may attend any committee meeting at his/her own discretion. The committee shall make recommendations to the Board but, ultimately, does not have authority over the decisions of the Board. Any recommendations by the committee shall be in writing and submitted to the Board. The committee chairperson may be called upon to give reports at Council of Unit Owners meetings. The Manor House TV Room may be utilized as the committee's meeting place.

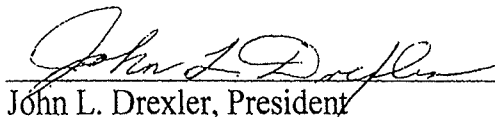
This charter replaces Administrative Resolution for the Finance Committee Charter signed by John Drexler, Board President, on June 14, 1999, attested by Dee Jeffers, which is now obsolete and replaced.

ATTEST:

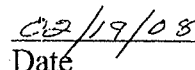


Date




John L. Drexler, President

Date



**ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS**

ADMINISTRATIVE RESOLUTION 2008-3

Page 1 of 2

BUILDING LIAISONS COMMITTEE CHARTER

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and discontinue the same at its pleasure;

NOW THEREFORE, BE IT RESOLVED THAT a standing Building Liaisons Committee is established having the terms of reference:

RESPONSIBILITY:

The primary responsibility of the Building Liaisons Committee is to assist the Board of Directors in two-way communications: i.e., Board and Property Manager to owner/lessee and owner/lessee to Board and Property Manager. Building Liaisons shall know and understand the Association's Bylaws, Declaration and Rules. They shall be members of the Council of Unit Owners, or lessees, who volunteer to represent the Board to owners and lessees residing in the building section in which they reside. (Each building has two sections.) ECM I consists of the Manor House, which includes 27 units in total, and seven buildings each with 20 to 22 units total.

In filling its responsibility, Building Liaisons shall, at the discretion of the Board, perform functions, which include, but are not limited to the following:

1. Establish a relationship with unit owners and/or residents in his/her building section.
2. Document and report any problems (including Bylaws/Rules infractions) concerning the building section to the Property Manager utilizing protocols and procedures established by the Board, such as reporting forms and email. Report to the Board according to protocols and established procedures.
3. Communicate to residents the importance of safety, which includes maintaining up-to-date contact information via data sheets, which shall be maintained by the Property Management Company and accessible to the Board during emergencies.
4. Distribute the Association's newsletter and other communications to the residents in his/her building section. And, collect information from/pertaining to residents for the newsletter.

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2008-3

Page 2 of 2

BUILDING LIAISONS COMMITTEE CHARTER

5. Participate in programs organized by the Board that promote a crime-free community.
6. Offer suggestions to the Building Liaisons Committee to foster a positive spirit within the community.

COMMITTEE ORGANIZATION:

The Building Liaisons Committee shall be composed of ECM I unit owners and lessees appointed by the Board. Members of this committee shall be called Building Liaisons. They shall be selected from the list of owners and lessees in good standing and must remain in good standing throughout their appointment. If volunteers are lacking, the Board may use discretion in appointing another owner or lessee to represent a building section. A chairperson shall be appointed by the Board following the Association's annual meeting and election. Members of this committee shall serve for one year at the pleasure of the Board. In the event of a conflict of interest, the continued participation of a member on a committee shall be evaluated and determined by the Board.

COMMITTEE OPERATIONS:

The Building Liaisons Committee shall meet as needed. Any Board member may attend any committee meeting at his/her own discretion. The committee shall make recommendations to the Board but, ultimately, does not have authority over the decisions of the Board. Any recommendations by the committee shall be in writing and submitted to the Board. The committee chairperson may be called upon to give reports at Council of Unit Owners meetings. The Manor House TV Room may be utilized as the committee's meeting place.

This charter replaces: Building Captains and also Administrative Resolution 1995 for the Communications Committee signed by Patrick W. Whiteman, Board President, which are now obsolete and replaced.

ATTEST: W. D. Dunks _____ Date 2/19/08

John L. Drexler _____ Date 02/19/08
John L. Drexler, President

CONWAY MANAGEMENT CO., INC.

1119 EMERALD DRIVE BEL AIR, MD 21014 PH. (410) 879-9655 FAX (410) 893-2336

TO: ENGLISH COUNTRY MANOR I
UNIT OWNERS & TENANTS

FROM: BOARD OF DIRECTORS

DATE: June 27, 1997

SUBJECT: Revised Rules & Regulations

Please replace these pages in your Rules & Regulations Booklet provided to you a short time ago.

Note those items marked with an asterisk (*). Those are the items that an addition, deletion or change was made.

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 94 - 01

Page 1 of 1

EVENT ROOM RESERVATIONS Resolution

WHEREAS Article V, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article V, Sections 3, paragraph (e), of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors hereinafter referred to as the Board the authority to regulate the use of the common area.

NOW, THEREFORE, BE IT RESOLVED THAT :

PARTIES OF MORE THAN 10 PEOPLE WITHIN THE
EVENT ROOM MUST RESERVE, AND PAY ASSOCIATED
FEES.

ATTEST:

11/21/94

Date

[Signature]
President's Signature

[Signature]
[Signature]
[Signature]

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-6
RULES COMMITTEE CHARTER

interest, the continued participation of a member on a committee shall be evaluated and determined by the Board. *Committee members shall read, understand, and sign the "Board Committee Member Agreement to Follow Guidelines," Administrative Resolution 2010-4, as a requirement of committee membership.*

COMMITTEE OPERATIONS:

The Rules Committee shall meet as needed; it shall notify the Board about its meeting dates at least three days in advance. Any Board member may attend any committee meeting at his/her own discretion. The committee shall make recommendations to the Board but, ultimately, does not have authority over the decisions of the Board. Any recommendations by the committee shall be in writing and submitted to the Board. The committee chairperson may be called upon to give reports at meetings of the Board and Council of Unit Owners. The Manor House TV Room may be utilized as the committee's meeting place.

Any changes proposed to existing Rules shall be communicated to all unit owners to enable them to give input. Communication may occur in person, by phone, newsletter, letter, email, fax, postings on bulletin boards located in all buildings, and/or special bulletins delivered door to door. Subsequently, responses from unit owners will be submitted to the Rules Committee for consideration. Unit owners will have the opportunity to comment on proposed rules at an Open Meeting of the Board prior to their passage.

This charter replaces Administrative Resolution 1995 for the Rules Committee signed by Patrick W. Whiteman, Board President, 1995, which is now obsolete and replaced.

BOARD OF DIRECTORS
ENGLISH COUNTRY MANOR I CONDOMINIUM

Date: 11/10/10

By: John J. Douglas, President

SECRETARY'S CERTIFICATION

I hereby certify that the foregoing Administrative Resolution 2010-6 of the Board of Directors of English Country Manor I Condominium, adopting a Charter for the Rules Committee, was duly adopted by the Board of Directors on November 10th, 2010; and, thereafter, that I caused this Resolution to be mailed, or hand delivered to the Unit Owners in the Condominium.

This policy resolution shall become effective on 11/10/10, 2010.

Linda M. Canestraro, Secretary

ATTEST:

John J. Douglas, President

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-3
BUILDING LIAISONS COMMITTEE CHARTER

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and,

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and discontinue the same at its pleasure;

NOW, THEREFORE, BE IT RESOLVED, THAT a standing Building Liaisons Committee is established, which shall operate in accordance with the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the Building Liaisons Committee is to assist the Board of Directors in two-way communications: i.e., Board and Property Manager to owner/lessee and owner/lessee to Board and Property Manager. Committee members are volunteers. They shall become knowledgeable about the Association's Bylaws, Declaration, Rules, and state and local laws, which is essential to good judgment. They shall be members of the Council of Unit Owners, or lessees, who volunteer to represent the Board to owners and lessees residing in the building section in which they reside. (Each building has two sections.) ECM I consists of the Manor House, which includes 27 units in total, and seven buildings each with 20 to 22 units.

In fulfilling its responsibility, the committee shall, at the discretion of the Board, perform functions, which include, but are not limited to the following:

1. Establish a relationship with unit owners and/or residents in his/her building section.
2. Document and report any problems (including infractions of Bylaws/Rules) concerning his/her building section utilizing protocols and procedures established by the Board, which may include reporting forms and email.
3. Communicate to residents the importance of safety, which includes maintaining up-to-date contact information using established emergency contact forms and data sheets, which shall be maintained by the Property Management Company and accessible to the Board during emergencies.
4. Distribute the Association's newsletter and other communications to residents in his/her building section, as well as collect information for the newsletter.
5. Participate in programs organized by the Board that promote a crime-free community.
6. Offer suggestions to foster a positive spirit within the community.

COMMITTEE ORGANIZATION:

The Building Liaisons Committee shall be composed of ECM I unit owners and lessees appointed by the Board. Members of this committee shall be called Building Liaisons. They shall be selected from the list of owners and lessees in good standing and must remain in good standing throughout their appointment. The number of committee members shall be determined by the Board. If volunteers are lacking, the Board may use discretion in assigning a unit owner or lessee from one building to represent the unit owners and

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-3
BUILDING LIAISONS COMMITTEE CHARTER

occupants of another building. Members of this committee shall serve for one year at the pleasure of the Board, and their terms shall be extended at the option of the Board so long as they remain willing and eligible to serve. A chairperson shall be appointed by the Board usually following the Association's annual meeting and election. At its discretion, the Board may appoint one of its directors as chair. In the event of a conflict of interest, the continued participation of a member on a committee shall be evaluated and determined by the Board.

Committee members shall read, understand, and sign the "Board Committee Member Agreement to Follow Guidelines," Administrative Resolution 2010-4, as a requirement of committee membership.

COMMITTEE OPERATIONS:

The Building Liaisons Committee shall meet as needed; it shall notify the Board about its meeting dates at least three days in advance. Any Board member may attend any committee meeting at his/her own discretion. The committee shall make recommendations to the Board but, ultimately, does not have authority to make decisions that bind the Association. Any recommendations by the committee shall be in writing and submitted to the Board. The committee chairperson may be called upon to give reports at meetings of the Board and Council of Unit Owners. The Manor House TV Room may be utilized as the committee's meeting place.

This charter replaces Building Captains and also Administrative Resolution 1995 for the Communications Committee signed by Patrick W. Whiteman, Board President, which are now obsolete and replaced.

BOARD OF DIRECTORS
ENGLISH COUNTRY MANOR I CONDOMINIUM

Date:

11/10/10

By:

John J. Doyle
, President

SECRETARY'S CERTIFICATION

I hereby certify that the foregoing Administrative Resolution 2010-3 of the Board of Directors of English Country Manor I Condominium, adopting a Charter for the Building Liaisons Committee, was duly adopted by the Board of Directors on November 10th, 2010; and, thereafter, that I caused this Resolution to be mailed, or hand delivered to the Unit Owners in the Condominium.

This policy resolution shall become effective on 11/10/10, 2010.

Linda M. Canestraro
, Secretary

ATTEST:

John J. Doyle
, President

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-4
BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and to discontinue the same at the pleasure of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED THAT any and all committees established by the Board shall have and operate according to the following terms of reference:

DEFINITIONS:

A **COMMUNITY ASSOCIATION** is a group of owners who act on matters of common interest to the owners in a defined subdivision or other common development, such as a condominium. A community association's overall goal is to preserve, maintain, and enhance the aesthetic and economic value of the property. The community association itself is a non-profit corporation incorporated by the filing of Articles of Incorporation with the Secretary of State. It is controlled by a volunteer Board of Directors elected by the property owners. The management and operation of the community association is undertaken and carried out in accordance with the provisions of various governing documents that include a Declaration of Covenants, Conditions and Restrictions, Bylaws, Articles of Incorporation, and Rules and Regulations.

It is the role of the **BOARD OF DIRECTORS** to set the policies, standards, procedures, programs and budgets for the community association. Its fiduciary duty requires all directors to act in the best interests and for the benefit of the corporation, thus the community as a whole.

A **PROPERTY MANAGEMENT COMPANY** is contracted by the Board of Directors to provide services such as administrative services; collection of assessments; obtaining bids for subcontracted services; and, providing bookkeeping services and assistance with Board meetings. The management company reports directly to the Board of Directors; decisions are made by the Board.

A **COMMITTEE** is appointed by the Board of Directors to complete a specific task. A committee allows for additional community input into the decisions that are made on the behalf of the community. They perform research and present their findings and recommendations to the Board of Directors.

RESPONSIBILITY:

1. As representatives of the entire English Country Manor I community, the ECM I Board of Directors shall govern the affairs of the community through prudent budget planning and responsible spending. In this capacity, the Board shall work closely with Board committees and the Association's Property Management Company to achieve these ends.
2. Only the Board may authorize actions to be taken on behalf of ECM I Condominiums, including requests for the Property Management Company to obtain competitive contractor bids.

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-4
BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES

3. Board committees are responsible for becoming knowledgeable about the Association's Bylaws, Declaration, and Rules, as well as state and local laws on the related matters. All committees shall operate accordingly.
4. Committees shall engage in research, documentation, and reporting to the Board.
5. Committees shall consider the benefits and detriments in all matters of interest, examining goals and objectives and how the matter of interest will impact members of the community.
6. Committee chairs shall help recruit committee members by making recommendations to the Board.
7. All committee members shall serve in a voluntary capacity. No members will receive compensation for time or service to committees.

COMMITTEE ORGANIZATION:

All committee members shall be composed of ECM I unit owners or residents appointed by the Board. They shall be selected from the list of owners in good standing and must remain in good standing throughout their appointment. ECM I lessees in good standing may serve as members on some committees of the Board, or they may be engaged from time to time to help committees. The number of committee members shall be determined by the Board. Committee chairpersons shall be appointed by the Board, usually following the Association's annual meeting and election. Committee members shall serve for one year at the pleasure of the Board. In the event of a conflict of interest, the continued participation of a member on a committee shall be evaluated and determined by the Board.

COMMITTEE OPERATION:

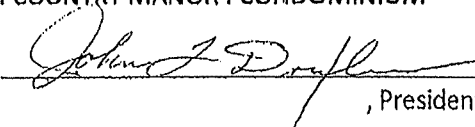
All committees of the Board shall meet as needed; they shall notify the Board about their meeting dates at least three days in advance. Any Board member may attend any committee meeting at his/her own discretion. Board committees shall make recommendations to the Board but, ultimately, they do not have authority to make decisions on behalf of the Association. Any and all recommendations by Board committees shall be in writing and submitted to the Board. Committee chairpersons may be called upon to give reports at Board and Council of Unit Owners meetings. The Manor House TV Room may be utilized as a meeting place for Board committees.

Any recommendations or requests by a Committee that would cause the Association to incur expense for official business undertaken by any Board committee must be submitted to the Board for *prior* approval. In such cases, receipts must be presented for reimbursement of *pre-authorized* expenses. Any expense incurred without the prior written approval of the Board may not be reimbursed.

Violation of these guidelines shall be cause for action by the Board of Directors to remove a committee member. By acknowledging in writing his/her receipt of this document, any and all committee members agree to adhere to the aforesaid committee guidelines.

BOARD OF DIRECTORS
ENGLISH COUNTRY MANOR I CONDOMINIUM

Date: 11/10/10

By: , President

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-4
BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES

SECRETARY'S CERTIFICATION

I hereby certify that the foregoing Administrative Resolution 2010-4 of the Board of Directors of English Country Manor I Condominium adopting a "BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES" was duly adopted by the Board of Directors on November, 10th, 2010; and, thereafter, that I caused this Resolution to be mailed, or hand delivered to the Unit Owners in the Condominium.

This policy resolution shall become effective on 11/10/10, 2010.

Linda M. Casarano
, Secretary

ATTEST:

John J. Dwyer
, President

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge that I have received and reviewed the foregoing Resolution, that I understand its contents, and that I agree to abide by its terms and conditions with respect to my service on a committee of the Association.

Name of Committee Member (please print)

Signature of Committee Member

Date

Telephone (h) Telephone (c)
Committee Member's contact information

email:

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

POLICY RESOLUTION 2011-1
MANOR HOUSE ROOM RESERVATION FOR EXCLUSIVE USE

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Section III 3.1 of the Declaration of Conditions, Restrictions and Easements of English Country Manor Condominiums Association (the Declaration), grants to unit owners the use and enjoyment of the recreational amenities for the purposes for which they have been designed, subject to any fees or rules as hereinafter set forth; and

WHEREAS, Section III 3.1 (b) of the Declaration addresses that any rules and regulations adopted by the Council of Unit Owners shall be (i, ii, and iii) generally applicable to unit owners, uniformly enforced, and shall limit use of the recreational amenities to existing owners, owners, and their guests and invitees; and

WHEREAS, Section III 3.1 (c) allows prohibition of use of the recreational amenities by any unit owner in Phase 1 or Phase 2 who has not paid "its share of the cost and expense of the recreational amenities as hereinafter provided and as provided in the bylaws of the existing condominium and any condominium regime in the Phase 2 Area"; and

NOW, THEREFORE, BE IT RESOLVED, THAT

1. The Board of Directors shall adopt a binding contract for the unit owners of English Country Manor Condominiums, Phase 1 and Phase 2, who wish to reserve common areas of the Manor House for their exclusive use for a special event;
2. Said contract shall specify appropriate use, time of use, and manner of use of the reserved areas, as well as fees, security deposit and use of security deposit to recover cost of damages, repairs, and/or cleanup;
3. The ECM I Board of Directors shall determine appropriate fees and security deposit for this purpose;
4. The reserved rooms/areas shall be limited to the common areas of the Manor House intended for this purpose, specifically the Great Room, Kitchen, Bar, TV Room, men's and women's bathrooms, foyer, and hallways (not the Gym, Pool, nor Pool/Patio areas);
5. The Manor House may not be rented for any type of wedding or wedding reception.
6. No political or religious groups may rent the Manor House for any type of function related to, or in promotion of, their group or cause.
7. No crabs shall be consumed in the Manor House common areas, including the Pool area.

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

POLICY RESOLUTION 2011-1
MANOR HOUSE ROOM RESERVATION FOR EXCLUSIVE USE

8. The ECM I Board of Directors shall appoint an Event Manager to facilitate the room reservations with or without compensation from the rental fees; fee deposits into authorized accounts shall be made by the property manager with direction from the ECM I Board of Directors.

No. 5 and No. 6 of this Policy Resolution incorporates Administrative Resolution No. 95-01, "Manor House Rental and Use Restriction Resolution," March 20, 1995; No. 7 incorporates Administrative Resolution No. 95-06, "Manor House Party Use Resolution: No Crabs Permitted," signed but not dated. Said administrative resolutions are now obsolete and replaced.

Administrative Resolution No. 94-01 on "Great Room Reservations" (parties of more than 10 people within the Great Room must reserve and pay associated fees), signed on November 21, 1994, is hereby rescinded.

BOARD OF DIRECTORS
ENGLISH COUNTRY MANOR I CONDOMINIUM

Date: 2/8/2011

By:

John J. Doyle
, President

SECRETARY'S CERTIFICATION

I hereby certify that the foregoing Policy Resolution 2011-1 of the Board of Directors of English Country Manor I Condominium, on Manor House Room Reservation for Exclusive Use, was duly adopted by the Board of Directors on this date, February 8, 2011; and, thereafter, that I caused this Resolution to be mailed, or hand delivered to the Unit Owners in the Condominium.

This policy resolution shall become effective on March 1, 2011.

Linda M. Canestraro
, Secretary

ATTEST:

John J. Doyle
, President

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

POLICY RESOLUTION 2011-2
Procedures Relative to Assessments, Collection of Routine
and Special Assessments as well as Delinquent Payments

WHEREAS, English Country Manor Condominium I (hereinafter the "Condominium") is a duly constituted Condominium in accordance with Maryland law and the Condominium's Declaration and By-Laws which were recorded among the Land Records of Harford County, Maryland in Liber 1650 at Folio 0079, *et. seq*; and,

WHEREAS, Article IX, Section 1 of the By-Laws creates an assessment obligation for the Owners of Units within the Condominium, which is a continuing lien on the Unit and a personal obligation of the Owner; and

WHEREAS, Article IX, Section 4(b) of the By-Laws grants the Board of Directors (the "Board") the authority to charge a late fee for any delinquency, which has continued for at least fifteen (15) days; and,

WHEREAS, Article IX, Section 7 of the By-Laws grants the Board the authority to enforce payment of assessments by means of, *inter alia*, foreclosing the lien against any Unit for which assessments are not paid or bringing an action at law against the Unit Owner personally obligated to pay the same together with interest, costs, late fees and reasonable attorney's fees; and,

WHEREAS, Article IX, Section 6 of the By-Laws grants the Board the authority to declare any remaining balance of annual assessments due and payable upon default of payment of any one or more installments of assessments; and,

WHEREAS, there is a need to establish orderly procedures for the billing and collection of said assessments; and,

WHEREAS, the Board desires to establish these procedures in conformity with the Declaration, the By-Laws, the Maryland Condominium Act, the Maryland Contract Lien Act, and as otherwise provided by law.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors, on behalf of English Country Manor Condominium I duly adopts the following Procedures Relative to Assessments, Collection of Routine and Special Assessments as well as Delinquent Payments:

1. ASSESSMENTS: Each Unit Owner's annual assessment is due on the first day of January; however, for the convenience of Unit Owners, the annual assessment may be paid in equal monthly installments, unless otherwise permitted by the Board of Directors.

Notices, documents and all correspondence relating to assessments shall be mailed to the address which appears on the books of the Condominium. It is each Unit Owner's responsibility to inform the Condominium's managing agent, in writing, of any address change.

2. DELINQUENCY: If a Unit Owner chooses to pay the annual assessment by means of the monthly installment payment plan, a Unit Owner's account is delinquent if the installment is

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

POLICY RESOLUTION 2011-2
Procedures Relative to Assessments, Collection of Routine
and Special Assessments as well as Delinquent Payments

not received by the Association's managing agent on the installment due date, which is the first day of each month. If payment in full is not received within fifteen (15) days after written notice of such default, the Unit Owner will not be permitted to utilize the installment payment plan for the remainder of the fiscal year and in that event the Unit Owner's entire annual assessment will become immediately due and payable.

3. LATE FEES AND INTEREST: A delinquent account which is not paid within fifteen (15) days after the installment due date will be assessed a late fee charge of fifteen dollars (\$15.00) or one tenth of the total amount of any delinquent assessment or installment, whichever is greater. A late fee may be charged on the monthly assessment each month that the account remains delinquent. A delinquent account shall bear interest on the unpaid balance from the due date, until paid, at the rate of eighteen percent (18%) per annum. In addition, a \$25.00 returned check charge and any related bank charges will be assessed against the account of the Unit Owner responsible for payment if the payment is returned.

4. LATE NOTICES: If full payment of an assessment is not received by the Condominium's managing agent within thirty (30) days after the due date, the managing agent will send a delinquency notice to the Unit Owner by first class mail requesting immediate payment, advising the Unit Owner of the late fee and advising the Unit Owner that interest has begun to accrue on the unpaid balance at the rate of eighteen percent (18%) per annum. The late notice shall also inform the Unit Owner that if payment is not received within fifteen (15) days of the date of the letter, the Unit Owner's assessment will be accelerated through the fiscal year and the account will be forwarded to the Condominium's attorney for collection.

5. NOTICE OF INTENT TO CREATE LIEN AND ATTORNEY'S FEES: If an account is forwarded to the Condominium's attorney for collection, a Notice of Intent to Create a Lien will be forwarded to the delinquent Unit Owner by means of first class and certified or registered mail, return receipt requested to the Unit Owner's address on the Condominium's books or by personal delivery or as set forth in the Maryland Contract Lien Act.

The Notice of Intent to Create a Lien will inform the delinquent Unit Owner of the amount of the outstanding balance, including all past due assessments, interest, late fees, costs of collection and reasonable attorney's fees incurred. The Notice of Intent to Create a Lien will conform with the requirements of the Maryland Contract Lien Act and all other applicable laws.

6. LEGAL ACTION: Once a delinquent Unit Owner has been served with the Notice of Intent to Create a Lien, the delinquent Unit Owner must, within 30 days of service of the lien warning letter, either forward payment in full or file a complaint in the Circuit Court for Harford County to determine whether probable cause exists for the Condominium to file a lien against the delinquent Unit Owner's property. If the delinquent Unit Owner does not forward full payment or file a complaint, the Condominium will file a lien against the delinquent Unit Owner's property after the 30 day period has expired.

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

POLICY RESOLUTION 2011-2

Procedures Relative to Assessments, Collection of Routine
and Special Assessments as well as Delinquent Payments

Once a lien has been filed, the Condominium's attorney will proceed with further legal action, including but not limited to, foreclosing on the Unit Owner's property, and/or filing a lawsuit, against the Unit Owner in order to collect the past due amounts owed the Condominium.

7. PAYMENTS CREDITED: Payments received from a Unit Owner will be credited to the outstanding balance in the following order:

- a. Court costs, attorney's fees and other costs of collection.
- b. Fines, late fees or accrued interest, as applicable.
- c. Special assessments.
- d. Annual assessments.

8. PARTIAL PAYMENTS: In the event a Unit Owner attempts to make a payment of less than all monies due and owing the Condominium after collection proceedings have commenced, the Condominium's attorney will send a letter by first class mail to the Unit Owner advising the Unit Owner that the payment was applied in accordance with Paragraph 7, hereof, and that his or her account remains delinquent as to all remaining monies owed to the Condominium. The Condominium's retention of the partial payment does not constitute a waiver of the Board's authority to foreclose on the Unit Owner's property or take action against the Unit Owner to collect the outstanding balance.

THE BOARD OF DIRECTORS
ENGLISH COUNTRY
MANOR CONDOMINIUM I

3/22/11
DATE

John J. Driffler
PRESIDENT

SECRETARY CERTIFICATION

I hereby certify this Policy Resolution was duly adopted by the Board of Directors of English Country Manor Condominium I on 3/22, 20 11 and, hereafter, that I caused this Resolution to be mailed or hand delivered to the Unit Owners of English Country Manor Condominium I.

This policy resolution shall become effective on 4/1, 20 11.

3/22/11
DATE

Linda M. Conners
SECRETARY

ENGLISH COUNTRY MANOR CONDOMINIUMS
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO. 95

Page 1 of 2

POOL COMMITTEE CHARTER

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor grants the Board of Directors – via the office of President – hereinafter referred to as the Board the authority to appoint committees from among the Unit Owners ... from time to time, as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Council.

NOW THEREFORE, BE IT RESOLVED THAT a standing Pool Committee, be established, having the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the *Pool Committee* is to oversee the operations of the English Country Manor Common Element known as the Pool – located on the property behind the Manor House – and suggest revise and assist the Board in the monitoring, and maintaining of this common area which is the focal point of our community's summer time activities.

In fulfilling its responsibility, the *Pool Committee* shall at the direction of the Board, perform functions which include, but are not limited to, the following:

1. Know and understand existing Rules/Bylaws associated with use and maintenance of the pool common area.
2. Develop and maintain a **weekly checklist** of the condition of common elements in and around the pool. *Examples: Repair of pool furniture, the deck around the pool, condition of the grass area, assure rules are posted in proper view. lifeguard duties being performed? Are the pumps operational? Are chemical records being kept? Are guests cleaning up before leaving?*
3. Recommend to the Board, as required, and after review with the Finance Committee, reparation of pool area common elements.
4. Be aware of the obligations of the Property Management, and Pool Management firms – note non-compliance.
5. Arrange for pool Opening and Closing.
6. Oversee pool budget.

ENGLISH COUNTRY MANOR CONDOMINIUMS
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO. 95

Page 2 of 2

POOL COMMITTEE CHARTER

7. Provide committee updates at each meeting of the Board.

MEMBERSHIP:

The Pool Committee shall be composed of ____ () members of the ECM I and ECM II who shall be members in good standing throughout the term of office. The chairperson shall be elected by the members of the committee during the month of April, and be presented to the Board at the April Board meeting.

ATTEST: Patrick W. Whiteman signed this charter on December 18, 1995.

ENGLISH COUNTRY MANOR CONDOMINIUMS
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO. 95

Page 1 of 2

SOCIAL COMMITTEE

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor grants the President of the Board of Directors the authority to "... appoint committees from the Unit Owners ... and discontinue the same at its pleasure ... and to establish their powers and duties."

NOW THEREFORE, BE IT RESOLVED THAT the President of the Board of Directors has created a Social Committee.

Purpose: A Standing Social Committee, herein referred as the Social Committee, be established, having the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the Social Committee is to promote activities and events at the English Country Manor Condominium community. These social events and parties will join residents together in fun, and utilize the common facilities to maximize the enjoyment of life for all residents at English Country Manor.

It is the responsibility of the Social Committee to perform functions that include, but are not limited to the following:

1. The Social Committee shall hold parties and events in the community utilizing the common facilities in any manner the committee chooses so long as fire laws are not violated or damage is not done to any of the facilities or contents of same.
2. The Social Committee shall promote these parties/events to the residents of the community by posting notices the activities in the breezeways and Manor House notifying residents of upcoming events.
3. The Social Committee officers shall be comprised of a Chair, Co-chair, Treasurer and Secretary. The Chair or Co-chair shall preside. The Treasurer shall keep records of all income and expenses related to any functions held and shall record all expenses for items not directly connected to specific functions. Said records shall be cross-referenced with that of the Association's balance sheet. All monies collected from activities shall be turned over to the Committee Treasurer, who shall in turn remit it to the Management Company at the earliest convenience after each function. The committee shall give the Manage Company five (5) business

ENGLISH COUNTRY MANOR CONDOMINIUMS
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO. 95

Page 2 of 2

SOCIAL COMMITTEE

days in order to grant a request for events. Funds expended for services or supplies shall be issued by check only from the Management Company. For the convenience of the Committee, a Petty Cash Fund of \$100 shall be maintained by the committee Treasurer and replenished by the Management Company on an as-needed basis. The Chair or Co-Chair shall submit copies of all minutes to an officer of the ECM I Board.

4. functions held for gaming purposes shall conform to all local, county and state laws.
5. Date and time of events shall be coordinated with person in charge of scheduling Manor House rentals. A calendar shall be posted in the Activities Room for the purpose of recording events, either Social or Manor House rentals.
6. An inventory of supplies in the kitchen and hall storage area shall be kept to ensure that enough supplies will be on hand for upcoming events.
7. Coordinate community events with members of the committee to establish a set-up crew, a during-party crew and a clean-up crew.

MEMBERSHIP:

The Social Committee officers shall be members in good standing throughout their term of office. The committee shall have regular meetings. Attendance shall be taken to keep track of current membership. In the absence of the Chair, the Co-Chair shall preside at meetings. Officers, who must be homeowners, shall be elected annually by members of the committee.

ATTEST: John Drexler signed this charter on October 13, 2000.

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO. 1995 YEAR

Page 1 of 2

RULES COMMITTEE CHARTER

Whereas article VI, Sections 4, of the Bylaws of English Country Manor grants the Board of Directors – via the office of President – referred to as the Board, authority to appoint committees from among the unit owners ... to assist in the conduct of the affairs of the Council.

Now, therefore, be it resolved that – a standing RULES COMMITTEE has been established, having the following terms of reference:

RESPONSIBILITY

The primary responsibility of the Rules Committee is to recommend new rules, and to assist the Board of Director in monitoring and recommending enforcement methods for the standing Rules/Bylaws of our community.

It is the task of this committee to:

1. Know and understand the existing Rules/Bylaws as expressed in the ECM Handbook.
2. Recommend new rules, change existing rules, and/or delete rules to the ECM Board of Directors and the common elements that are of interest to the community.
3. Recommend enforcement methods for Rules/Bylaws (that may require enforcement) to the ECM Board of Directors.
4. Provide committee updates at each meeting of the ECM Board of Directors.

Any new rules, changes, or deletions of rules proposed will first be listed in the community newsletter and the common community will be allowed to voice their opinions, and it will then be decided whether or not to submit them to the ECM Board of Directors for approval.

OBJECTIVES

Short-term objectives:

1. Read and become familiar with existing rules and think of ideas for amendments.
2. Get ideas from neighbors for issues that need to be addressed.

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO. 1995 YEAR

Page 2 of 2

RULES COMMITTEE CHARTER

Long-term objective:

1. Discuss new rules and enforcement procedures.

MEMBERSHIP

Members of the Rules Committee shall be composed of ___ of members of ECM who shall be of good standing throughout the term of office. The charter of committee is by the Board of Directors listed below.

This charter was signed by Pat Whiteman. The date was not filled in.

An additional hand-written note says: Chairperson shall be elected by committee vote during the month of April each year, then presented to Board.

ENGLISH COUNTRY MANOR
PHASE 1 BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO.

Page 1 of 2

PLANNING AND FINANCE COMMITTEE

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners..." and discontinue the same at its pleasure.

NOW THEREFORE, BE IT RESOLVED THAT a standing Planning and Finance Committee be established having the terms of reference:

RESPONSIBILITY:

In filling its responsibility, the Planning and Finance Committee shall, at the discretion of the Board, perform functions, which include, but are not limited to the following:

1. Assist the Board of Directors in properly planning and spending all monies received as a result of an Agreement in the ECM litigation against Harford Land Development and its Associates. This committee is to be educated in the estimated costs of replacing and/or repairing common elements and construction as found faulty in engineering studies, review all information and estimates provided by contractors for reconstruction and/or repair, and recommend and advise the Board of Directors as to the best action to effectively and efficiently accomplish this task. This committee is requested by the Council of Unit Owners and will represent their interests in all matters. This committee will consist of a maximum of seven (7) owners in Phase I of ECM who have construction, management, and/or financial backgrounds and will be selected from the list of owners in good standing, not to include Council officers or current Board of Directors members.
2. Develop short-term and long-range financial planning to provide for the replacement of community assets. The committee shall be assisted by the Management Company which shall provide estimated costs.
3. Review all contracts incorporated into the Operating Budget including, but not limited to: Management, Insurance, Trash Removal, Security, Landscape, Pool Service, Snow Removal, and Exterminating contracts as well as making recommendations to the Board regarding said contracts. The Board reserves the

ENGLISH COUNTRY MANOR
PHASE 1 BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION NO.

Page 2 of 2

PLANNING AND FINANCE COMMITTEE

option to approve any contract without first having recommendations from the committee.

4. Review and adjust the Estimated Annual Budget prepared by the Management Company and make recommendations to the Board of Directors by the second Monday in October, an Annual Budget that takes into account the estimated required funds to operate the ECM community in a professional manner.
5. Advise the Board of the potential impacts of condominium fees as they relate to the Annual Budget.
6. Review and recommend to the Board the need for and use of Special Assessments.
7. Review and recommend to the Board the need for and the use of Reserve Funds.
8. Review and recommend to the Board any and all changes to the monthly Financial Statement published for the community by the Management Company so that said statement complies with proper accounting procedures and accounting reports.
9. Perform other duties as directed by the Board.
10. Meetings of this committee are monthly as determined by the Chairperson for special considerations.

MEMBERSHIP:

The Planning and Finance Committee shall be composed of ECM Unit Owners in good standing throughout their membership. The Chairperson shall be elected annually by committee members. The Chairperson shall represent the Planning and Finance Committee at monthly Board meetings.

This charter replaces Administrative Resolution No: 95-0, Finance Committee Charter, which is now obsolete and replaced.

ATTEST: This was signed by Dee Jeffers (/)

Signed by John L. Drexler on June 14, 1999

AMERICAN PROPERTY SERVICES, INC.
221 SOUTH MAIN STREET, SUITE 204 • BEL AIR, MD. 21014
410-893-8333 • FAX 410-638-0312
s.americanproperty@yahoo.com

December 10, 2010

Dear English Country Manor I Unit Owners:

Enclosed please find legal documents that are to be included with your Association Documents (white or green binder with Rules, Bylaws, Declaration, Amendments).

Please remove from your documents the RULES COMMITTEE CHARTER, ADMINISTRATIVE RESOLUTION NO. 1995 YEAR, and replace it with the enclosed RULES COMMITTEE CHARTER, ADMINISTRATIVE RESOLUTION 2010-6.

In addition, the following enclosures are to be placed with your documents:

- BUILDING LIAISONS COMMITTEE CHARTER, ADMINISTRATIVE RESOLUTION 2010-3
- BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES, ADMINISTRATIVE RESOLUTION 2010-4

The Rules Committee and Building Liaisons Committee will be appointed at the December 13, 2010 Board meeting, 7:00 p.m., Manor House TV Room. Until rule changes are proposed and adopted, **the current rules are still in effect, and the consequences for breaking rules will be enforced according to ECM bylaws and the Maryland Condominium Act.**

If you have any questions, please call or email me during normal business hours at 410-893-8333 or debbyaps@aol.com.

The Board and I thank you for your patience and cooperation in this important matter.

Sincerely,



Debby Snider, Property Manager for
English Country Manor I Condominium

Enclosures: RULES COMMITTEE CHARTER, ADMINISTRATIVE RESOLUTION 2010-6
BUILDING LIAISONS COMMITTEE CHARTER, ADMINISTRATIVE RESOLUTION 2010-3
BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES, ADMINISTRATIVE
RESOLUTION 2010-4

CC: Correspondence File

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-6
RULES COMMITTEE CHARTER

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and,

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and discontinue the same at its pleasure;

NOW, THEREFORE, BE IT RESOLVED, THAT a standing Rules Committee is established, which shall operate in accordance with the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the committee is to assist the Board by recommending Rules that are in the best interest of the majority of English Country Manor unit owners and residents. The committee is also responsible for recommending methods to enforce rules in accordance with the Association's Bylaws, Declaration, and state and local laws. Committee members are volunteers. They shall be members of the Council of Unit Owners, and they shall become knowledgeable about the Association's Bylaws, Declaration, Rules, and state and local laws, which is essential to good judgment.

In fulfilling its responsibility, the committee shall, at the discretion of the Board, perform functions, which include, but are not limited to the following:

1. Make recommendations to the Board to delete existing Rules, change existing Rules, and/or create new Rules.
2. Recommend enforcement methods for Rules.
3. Garner input from the Council of Unit Owners for consideration.
4. Provide committee updates at meetings of the ECM I Board of Directors.

COMMITTEE ORGANIZATION:

The Rules Committee shall be composed of ECM I unit owners appointed by the Board, which has the authority, given in Article V, Section 3(a) of the Bylaws, "to promulgate and enforce such Rules, and such restrictions or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the Regime and the General and Limited Common Elements, as they are designated, to prevent unreasonable interference with the use and occupancy of the Regime and of the General and Limited Common Elements by the Unit Owners, all of which shall be consistent with all applicable state and local laws, the Declaration and these Bylaws."

Committee members shall be selected from the list of owners in good standing and must remain in good standing throughout their appointment. The number of committee members shall be determined by the Board. Members of this committee shall serve for one year at the pleasure of the Board, and their terms may be extended at the option of the Board so long as they remain willing and eligible to serve. A chairperson shall be appointed by the Board, usually following the Association's annual meeting and election. At its discretion, the Board may appoint one of its directors as chair. In the event of a conflict of

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 94-02

Page 1 of 2

Community Snow Removal Contractor Liaison

WHEREAS Article V, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article VI, Sections 4, of the By-Laws of English Country Manor Condominium, (ECM) grants the President of Board of Directors the authority to "...appoint committees from the unit owners..." and discontinue the same at its pleasure...and to establish their powers and duties"

NOW, THEREFORE, BE IT RESOLVED THAT The President of the Board of Directors has created a Community Snow Removal Contractor Liaison Committee. The committee will work directly with the snow removal contractor on a volunteer basis, to help coordinate the snow removal process. This committee is being created to save the Condominium money by only authorizing the snow removal contractor to perform service at their request.

RESPONSIBILITY

The primary responsibility of the Community Snow Removal Contractor Liaison Committee is to assist the Board in the ensuring the snow removal contractor does their job diligently and cost effectively.

In fulfilling its responsibility, the Community Snow Removal Contractor Liaison Committee shall at the direction of the Board, perform functions which include, but are not limited to, the following;

- 1.) Instruct the Snow Removal Contractor to plow the snow, in event of a snow storm at night, and ensure that the roadways and sidewalks are adequately plowed, for residents leaving for work, by 7:00 A.M.
- 2.) Instruct the Snow Removal Contractor to plow the snow, in event of a snow storm during the day, and ensure that the roadways and sidewalks are adequately plowed, for residents returning from work, by 4 P.M.
- 3.) The committee will not instruct the snow contractor to remove snow unless there is a minimum of Three (3) inches of snow, depending on the type of snow fall.

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORSAdministrative Resolution No. 94-02Page 2 of 2Community Snow Removal Contractor Liaison Committee

4.) The Community Snow Removal Contractor Liaison Committee will also inform the snow removal contractor to apply salt or sand to the roadways as needed, and calcium or sand to the sidewalks as needed. Salt will not be applied to the sidewalks, due to the damage that it creates.

5.) The snow contractor will remove the snow from the streets and place them in the specified snow dumping areas. The snow will not be piled up on corners, or on bushes. The snow removal contractor will not use loader equipment on the special brick textured concrete areas. The speed bumps must also be avoided when plowing the snow. The dumpsters and handicap spaces must be fully cleared.

MEMBERSHIP

The Community Snow Removal Contractor Liaison Committee shall be composed of two (2) members of the ECM who shall be members in good standing throughout the term of office. The chairperson, appointed by the President of the Board, recommends for the President's approval the members of the Committee.

The two members for the winter season of 1994-1995 will be:

Leo Vaugh	602 J Squire Lane	838 8628
William Edwards	602 H Squire Lane	638 2971

CONTRACTOR for 1994-1995 Snow Season

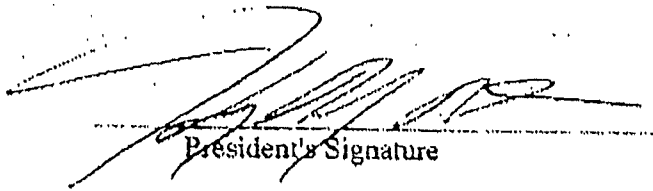
Franks Snow Removal President Ronald Frank

Home phone #	1 800 636 8733
Ronald's Pager #	806 5330
Ronald's car phone #	802 8793
Foreman's Pager #	806-5516

ATTEST:

12/28/94

Date



President's Signature

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 95-01

Page 1 of 1

Manor House Rental and Use Restriction Resolution

WHEREAS Article V, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article V, Sections 3, paragraph (e), of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors hereinafter referred to as the Board the authority to regulate the use of the common area.

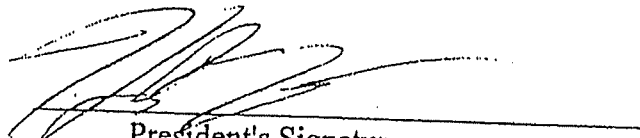
NOW, THEREFORE, BE IT RESOLVED THAT :

No political or religious groups may rent the Manor House for any type of function related to, or in promotion of, their group or cause. The Manor House may not be rented for any type of wedding, or wedding reception.

ATTEST:

3/20/95

Date



President's Signature

J. I. D. 3/20/95

R. J. W. 3/20/95

H. W. W. 3/20/95

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 95-02

Page 1 of 1

Chimney Maintenance and Inspection Resolution

WHEREAS Article V, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article V, Sections 3, paragraph (c), of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors hereinafter referred to as the Board the authority to regulate the maintenance of the common areas; and

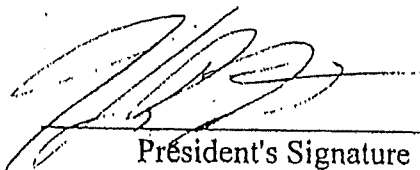
WHEREAS Paragraph 17, section (D), of the Declaration of English Country Manor Condominium, (ECM) requires the unit owners to maintain their chimneys;

NOW, THEREFORE, BE IT RESOLVED THAT :

All units must have their chimneys inspected each year, whether they have been used or not. The unit owner must provide an inspection certificate from a licensed chimney sweeper, proving that it has been inspected and or cleaned. If the unit owner does not provide this proof, then the condominium can have the chimney cleaned at the unit owners expense with an administrative fee added to the expense. The condominium is under no obligation to clean the chimneys, but has the right to do so to ensure the safety of the residents.

ATTEST:

3/20/95
Date


President's Signature

R.J.V. 3-20-95
J.J.D. 3-20-95
D.W.W. 3/20/95

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 95-04

Page 1 of 1

Use of Reserves to Fund Operating Overages

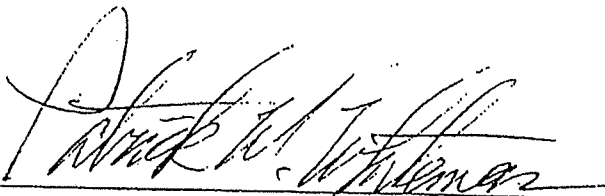
WHEREAS Article V, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article IX, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) addresses reserves for the Condominium. Specifically the section states that "The reserve for replacements may be expended only for the purpose of effecting the replacement of the Common Elements and equipment of the Regime and for operating contingencies of a non-recurring nature."

NOW, THEREFORE, BE IT RESOLVED THAT the ECM Board will authorize the expenditure of a portion of the reserves for paying expenses to fund the litigation between ECM and Harford Land Development.

ATTEST:


5/15/95
Date


President's Signature


5-15-95
Date



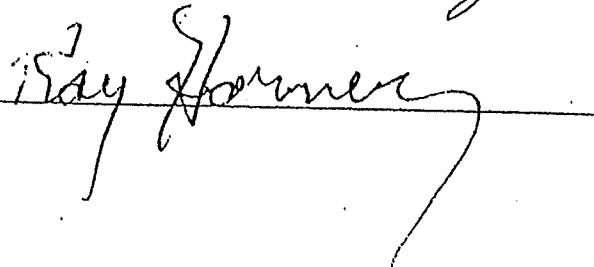
5-15-95
Date



5-15-95
Date



5-15-95
Date



ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 95-05 Page 1 of 1
Shared Office Space Use Resolution for ECM & ECMII

WHEREAS Article V, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors (BOD), the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article V, Sections 3, paragraph (e), of the By-Laws of ECM grants the BOD the authority to regulate the use of the common area.

PURPOSE:

The ECM BOD would like to extend friendship to English Country Manor II Condominium (ECMII), by permitting temporary use of one office located in the second floor office space area.

NOW, THEREFORE, BE IT RESOLVED THAT :

The ECM BOD will permit English Country Manor II Condominium (ECMII), temporary use of one office located in the second floor office space area. The office space located on the second floor of the Manor House is not an easement area, and the ECM BOD has no obligation to allow ECMII to use such space. The ECM BOD is permitting ECMII to use this space for official condominium business, on a temporary basis until such time that the long term use is determined. At such time when the ECM BOD determines the use of this office space, ECMII will vacate this office space.

ECM BOARD APPROVAL DATE

Patrick W. Whitman Pres. 6/19/95
M. Carlson Treas. 6-19-95
Ray Horney Vice Pres. 6-19-95
Christie Myers, Secy. 6-19-95

ECM II BOARD APPROVAL DATE

George W. Mitchell 7-3-95
Patricia L. Baker 7-3-95

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 95-0 6 Page 1 of 1
Manor House Party Use Resolution: No Crabs Permitted

WHEREAS Article V, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors (BOD), the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article V, Sections 3, paragraph (e), of the By-Laws of ECM grants the BOD the authority to regulate the use of the common area.

PURPOSE:

The ECM BOD would like to prohibit the consumption of crabs in the Manor House.

NOW, THEREFORE, BE IT RESOLVED THAT :

The ECM BOD will not permit residents or guests to consume crabs in the Manor House for parties or in general.

ECM BOARD APPROVAL DATE

[Signature]

Melvin J. Carlson Treasurer

Christina Rogers

Charles R. Skinner

**ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS**

**ADMINISTRATIVE RESOLUTION 2010-3
BUILDING LIAISONS COMMITTEE CHARTER**

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and,

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and discontinue the same at its pleasure;

NOW, THEREFORE, BE IT RESOLVED, THAT a standing Building Liaisons Committee is established, which shall operate in accordance with the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the Building Liaisons Committee is to assist the Board of Directors in two-way communications: i.e., Board and Property Manager to owner/lessee and owner/lessee to Board and Property Manager. Committee members are volunteers. They shall become knowledgeable about the Association's Bylaws, Declaration, Rules, and state and local laws, which is essential to good judgment. They shall be members of the Council of Unit Owners, or lessees, who volunteer to represent the Board to owners and lessees residing in the building section in which they reside. (Each building has two sections.) ECM I consists of the Manor House, which includes 27 units in total, and seven buildings each with 20 to 22 units.

In fulfilling its responsibility, the committee shall, at the discretion of the Board, perform functions, which include, but are not limited to the following:

1. Establish a relationship with unit owners and/or residents in his/her building section.
2. Document and report any problems (including infractions of Bylaws/Rules) concerning his/her building section utilizing protocols and procedures established by the Board, which may include reporting forms and email.
3. Communicate to residents the importance of safety, which includes maintaining up-to-date contact information using established emergency contact forms and data sheets, which shall be maintained by the Property Management Company and accessible to the Board during emergencies.
4. Distribute the Association's newsletter and other communications to residents in his/her building section, as well as collect information for the newsletter.
5. Participate in programs organized by the Board that promote a crime-free community.
6. Offer suggestions to foster a positive spirit within the community.

COMMITTEE ORGANIZATION:

The Building Liaisons Committee shall be composed of ECM I unit owners and lessees appointed by the Board. Members of this committee shall be called Building Liaisons. They shall be selected from the list of owners and lessees in good standing and must remain in good standing throughout their appointment. The number of committee members shall be determined by the Board. If volunteers are lacking, the Board may use discretion in assigning a unit owner or lessee from one building to represent the unit owners and

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-3
BUILDING LIAISONS COMMITTEE CHARTER

occupants of another building. Members of this committee shall serve for one year at the pleasure of the Board, and their terms shall be extended at the option of the Board so long as they remain willing and eligible to serve. A chairperson shall be appointed by the Board usually following the Association's annual meeting and election. At its discretion, the Board may appoint one of its directors as chair. In the event of a conflict of interest, the continued participation of a member on a committee shall be evaluated and determined by the Board.

Committee members shall read, understand, and sign the "Board Committee Member Agreement to Follow Guidelines," Administrative Resolution 2010-4, as a requirement of committee membership.

COMMITTEE OPERATIONS:

The Building Liaisons Committee shall meet as needed; it shall notify the Board about its meeting dates at least three days in advance. Any Board member may attend any committee meeting at his/her own discretion. The committee shall make recommendations to the Board but, ultimately, does not have authority to make decisions that bind the Association. Any recommendations by the committee shall be in writing and submitted to the Board. The committee chairperson may be called upon to give reports at meetings of the Board and Council of Unit Owners. The Manor House TV Room may be utilized as the committee's meeting place.

This charter replaces Building Captains and also Administrative Resolution 1995 for the Communications Committee signed by Patrick W. Whiteman, Board President, which are now obsolete and replaced.

BOARD OF DIRECTORS
ENGLISH COUNTRY MANOR I CONDOMINIUM

Date: 11/10/10

By: John J. Doyle, President

SECRETARY'S CERTIFICATION

I hereby certify that the foregoing Administrative Resolution 2010-3 of the Board of Directors of English Country Manor I Condominium, adopting a Charter for the Building Liaisons Committee, was duly adopted by the Board of Directors on November 10th, 2010; and, thereafter, that I caused this Resolution to be mailed, or hand delivered to the Unit Owners in the Condominium.

This policy resolution shall become effective on 11/10/10, 2010.

Linda M. Canestraro, Secretary

ATTEST:

John J. Doyle, President

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-4
BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and to discontinue the same at the pleasure of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED THAT any and all committees established by the Board shall have and operate according to the following terms of reference:

DEFINITIONS:

A **COMMUNITY ASSOCIATION** is a group of owners who act on matters of common interest to the owners in a defined subdivision or other common development, such as a condominium. A community association's overall goal is to preserve, maintain, and enhance the aesthetic and economic value of the property. The community association itself is a non-profit corporation incorporated by the filing of Articles of Incorporation with the Secretary of State. It is controlled by a volunteer Board of Directors elected by the property owners. The management and operation of the community association is undertaken and carried out in accordance with the provisions of various governing documents that include a Declaration of Covenants, Conditions and Restrictions, Bylaws, Articles of Incorporation, and Rules and Regulations.

It is the role of the **BOARD OF DIRECTORS** to set the policies, standards, procedures, programs and budgets for the community association. Its fiduciary duty requires all directors to act in the best interests and for the benefit of the corporation, thus the community as a whole.

A **PROPERTY MANAGEMENT COMPANY** is contracted by the Board of Directors to provide services such as administrative services; collection of assessments; obtaining bids for subcontracted services; and, providing bookkeeping services and assistance with Board meetings. The management company reports directly to the Board of Directors; decisions are made by the Board.

A **COMMITTEE** is appointed by the Board of Directors to complete a specific task. A committee allows for additional community input into the decisions that are made on the behalf of the community. They perform research and present their findings and recommendations to the Board of Directors.

RESPONSIBILITY:

1. As representatives of the entire English Country Manor I community, the ECM I Board of Directors shall govern the affairs of the community through prudent budget planning and responsible spending. In this capacity, the Board shall work closely with Board committees and the Association's Property Management Company to achieve these ends.
2. Only the Board may authorize actions to be taken on behalf of ECM I Condominiums, including requests for the Property Management Company to obtain competitive contractor bids.

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-4
BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES

3. Board committees are responsible for becoming knowledgeable about the Association's Bylaws, Declaration, and Rules, as well as state and local laws on the related matters. All committees shall operate accordingly.
4. Committees shall engage in research, documentation, and reporting to the Board.
5. Committees shall consider the benefits and detriments in all matters of interest, examining goals and objectives and how the matter of interest will impact members of the community.
6. Committee chairs shall help recruit committee members by making recommendations to the Board.
7. All committee members shall serve in a voluntary capacity. No members will receive compensation for time or service to committees.

COMMITTEE ORGANIZATION:

All committee members shall be composed of ECM I unit owners or residents appointed by the Board. They shall be selected from the list of owners in good standing and must remain in good standing throughout their appointment. ECM I lessees in good standing may serve as members on some committees of the Board, or they may be engaged from time to time to help committees. The number of committee members shall be determined by the Board. Committee chairpersons shall be appointed by the Board, usually following the Association's annual meeting and election. Committee members shall serve for one year at the pleasure of the Board. In the event of a conflict of interest, the continued participation of a member on a committee shall be evaluated and determined by the Board.

COMMITTEE OPERATION:

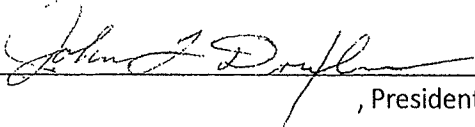
All committees of the Board shall meet as needed; they shall notify the Board about their meeting dates at least three days in advance. Any Board member may attend any committee meeting at his/her own discretion. Board committees shall make recommendations to the Board but, ultimately, they do not have authority to make decisions on behalf of the Association. Any and all recommendations by Board committees shall be in writing and submitted to the Board. Committee chairpersons may be called upon to give reports at Board and Council of Unit Owners meetings. The Manor House TV Room may be utilized as a meeting place for Board committees.

Any recommendations or requests by a Committee that would cause the Association to incur expense for official business undertaken by any Board committee must be submitted to the Board for *prior* approval. In such cases, receipts must be presented for reimbursement of *pre-authorized* expenses. Any expense incurred without the prior written approval of the Board may not be reimbursed.

Violation of these guidelines shall be cause for action by the Board of Directors to remove a committee member. By acknowledging in writing his/her receipt of this document, any and all committee members agree to adhere to the aforesaid committee guidelines.

BOARD OF DIRECTORS
ENGLISH COUNTRY MANOR I CONDOMINIUM

Date: 11/10/10

By: , President

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-4
BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES

SECRETARY'S CERTIFICATION

I hereby certify that the foregoing Administrative Resolution 2010-4 of the Board of Directors of English Country Manor I Condominium adopting a "BOARD COMMITTEE MEMBER AGREEMENT TO FOLLOW GUIDELINES" was duly adopted by the Board of Directors on November, 10th, 2010; and, thereafter, that I caused this Resolution to be mailed, or hand delivered to the Unit Owners in the Condominium.

This policy resolution shall become effective on 11/10/10, 2010.

Linda M. Canastano
, Secretary

ATTEST:

John F. Douglas
, President

ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge that I have received and reviewed the foregoing Resolution, that I understand its contents, and that I agree to abide by its terms and conditions with respect to my service on a committee of the Association.

Name of Committee Member (please print)

Signature of Committee Member

Date

Telephone (h)

Telephone (c)

email:

Committee Member's contact information

**ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS**

**ADMINISTRATIVE RESOLUTION 2010-6
RULES COMMITTEE CHARTER**

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and,

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and discontinue the same at its pleasure;

NOW, THEREFORE, BE IT RESOLVED, THAT a standing Rules Committee is established, which shall operate in accordance with the following terms of reference:

RESPONSIBILITY:

The primary responsibility of the committee is to assist the Board by recommending Rules that are in the best interest of the majority of English Country Manor unit owners and residents. The committee is also responsible for recommending methods to enforce rules in accordance with the Association's Bylaws, Declaration, and state and local laws. Committee members are volunteers. They shall be members of the Council of Unit Owners, and they shall become knowledgeable about the Association's Bylaws, Declaration, Rules, and state and local laws, which is essential to good judgment.

In fulfilling its responsibility, the committee shall, at the discretion of the Board, perform functions, which include, but are not limited to the following:

1. Make recommendations to the Board to delete existing Rules, change existing Rules, and/or create new Rules.
2. Recommend enforcement methods for Rules.
3. Garner input from the Council of Unit Owners for consideration.
4. Provide committee updates at meetings of the ECM I Board of Directors.

COMMITTEE ORGANIZATION:

The Rules Committee shall be composed of ECM I unit owners appointed by the Board, which has the authority, given in Article V, Section 3(a) of the Bylaws, "to promulgate and enforce such Rules, and such restrictions or requirements, as may be deemed proper respecting the use, occupancy and maintenance of the Regime and the General and Limited Common Elements, as they are designated, to prevent unreasonable interference with the use and occupancy of the Regime and of the General and Limited Common Elements by the Unit Owners, all of which shall be consistent with all applicable state and local laws, the Declaration and these Bylaws."

Committee members shall be selected from the list of owners in good standing and must remain in good standing throughout their appointment. The number of committee members shall be determined by the Board. Members of this committee shall serve for one year at the pleasure of the Board, and their terms may be extended at the option of the Board so long as they remain willing and eligible to serve. A chairperson shall be appointed by the Board, usually following the Association's annual meeting and election. At its discretion, the Board may appoint one of its directors as chair. In the event of a conflict of

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2010-6
RULES COMMITTEE CHARTER

interest, the continued participation of a member on a committee shall be evaluated and determined by the Board. *Committee members shall read, understand, and sign the "Board Committee Member Agreement to Follow Guidelines," Administrative Resolution 2010-4, as a requirement of committee membership.*

COMMITTEE OPERATIONS:

The Rules Committee shall meet as needed; it shall notify the Board about its meeting dates at least three days in advance. Any Board member may attend any committee meeting at his/her own discretion. The committee shall make recommendations to the Board but, ultimately, does not have authority over the decisions of the Board. Any recommendations by the committee shall be in writing and submitted to the Board. The committee chairperson may be called upon to give reports at meetings of the Board and Council of Unit Owners. The Manor House TV Room may be utilized as the committee's meeting place.

Any changes proposed to existing Rules shall be communicated to all unit owners to enable them to give input. Communication may occur in person, by phone, newsletter, letter, email, fax, postings on bulletin boards located in all buildings, and/or special bulletins delivered door to door. Subsequently, responses from unit owners will be submitted to the Rules Committee for consideration. Unit owners will have the opportunity to comment on proposed rules at an Open Meeting of the Board prior to their passage.

This charter replaces Administrative Resolution 1995 for the Rules Committee signed by Patrick W. Whiteman, Board President, 1995, which is now obsolete and replaced.

BOARD OF DIRECTORS
ENGLISH COUNTRY MANOR I CONDOMINIUM

Date: 11/10/10

By: John J. Dwyer, President.

SECRETARY'S CERTIFICATION

I hereby certify that the foregoing Administrative Resolution 2010-6 of the Board of Directors of English Country Manor I Condominium, adopting a Charter for the Rules Committee, was duly adopted by the Board of Directors on November 10th, 2010; and, thereafter, that I caused this Resolution to be mailed, or hand delivered to the Unit Owners in the Condominium.

This policy resolution shall become effective on 11/10/10, 2010.

Linda M. Canestraro, Secretary

ATTEST:

John J. Dwyer, President

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

POLICY RESOLUTION 2011-3
Resolution to Publish the Names of Delinquent Unit Owners

WHEREAS, English Country Manor I Condominium (hereinafter the "Condominium") is a duly constituted Condominium by virtue of the recordation of its Declaration and By-Laws in the Land Records of Harford County, Maryland, Liber 1650, Folio 0079, *et. seq*; and,

WHEREAS, Article V, Section 3 of the Condominium's By-Laws provides that the affairs of the Condominium shall be governed by the Board of Directors; and

WHEREAS, Article V, Section 3 of the Condominium's By-Laws empowers the Board of Directors to do all such acts and things as are not, by law or by these By-Laws, directed to be exercised and done by the Unit Owners; and

WHEREAS, Article V, Section 3(c) of the Condominium's By-Laws empowers the Board of Directors to establish and provide for the collection of assessments and fines, if levied, from the Unit Owners in a manner consistent with law and the provisions of the By-Laws and the Declaration; and

WHEREAS, Article IX, Section 1 of the Condominium's By-Laws requires that assessments be levied against and paid by each Unit Owner; and

WHEREAS, in conformity with the Declaration, the By-Laws and as otherwise provided by law, the Board of Directors desires to establish a procedure for the publication to the community of the names of delinquent Unit Owners in order to facilitate the collection of assessments; and

WHEREAS, in accordance with Article XII of the By-Laws and Section 11-111 of the Maryland Condominium Act, a copy of this Resolution was mailed to each Unit Owner along with notice of the meeting at which this Resolution was discussed, at least fifteen (15) days in advance of such meeting and that such open meeting was held at which Unit Owners were given an opportunity to discuss this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Directors of English Country Manor I Condominium, on behalf of English Country Manor I Condominium, adopts the following publication procedures in accordance with Article XII of the By-Laws and Section 11-111 of the Maryland Condominium Act:

1. PUBLICATION

- A. PUBLICATION: The Board of Directors shall publish the names of delinquent Unit Owners, but only those owners who have a recorded lien(s) against their property for failure to pay assessments and related charges. The list of names and addresses of delinquent Unit Owners may be placed in a conspicuous location within the English Country Manor Condominium or the list of names and addresses may be mailed directly to the Unit Owners and residents. The amount of money due shall not be stated. The

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

POLICY RESOLUTION 2011-3
Resolution to Publish the Names of Delinquent Unit Owners

publication shall report persons with a recorded lien(s) against their property as of a date not less than fifteen (15) days prior to the date of publication.

- B. BANKRUPTCY: The Board of Directors shall not thereafter publish the name of any individual who has filed bankruptcy, unless they are not current in the payment of their post-petition assessments and the stay has been lifted by Order of the Court.
- C. PAYMENT PLANS: The Board of Directors shall not thereafter publish the name of any individual who has established a payment plan and who is currently paying in accordance with that plan.
- D. The Board of Directors reserves the right to modify or revoke this resolution at any time.

THE BOARD OF DIRECTORS
ENGLISH COUNTRY MANOR I CONDOMINIUM

11-22-11
DATE

Jed B. Armstrong
PRESIDENT

SECRETARY CERTIFICATION

I hereby certify this Policy Resolution was duly adopted by the Board of Directors of English Country Manor I Condominium on Nov. 22, 2011 and, hereafter, that I caused this Resolution to be mailed or hand delivered to the Unit Owners of English Country Manor I Condominium.

This policy resolution shall become effective on **January 1, 2012.**

11-22-11
DATE

Linda M. Canastota
SECRETARY

English Country Manor Condominium

Board of Directors

Administrative Resolution 95-02 A

Chimney and Dryer Vent Maintenance and Inspection

Administrative Resolution 95-02 is hereby amended to add the following:

WHEREAS, clarification is needed concerning the process for requiring dryer vent cleaning; and

WHEREAS, the dryer vents that are not professionally cleaned constitute a fire hazard and threaten the safety of the community and condominium; and

WHEREAS, Paragraph 11, Section (B) grants the council or its authorized designee the Power to enter units and make repairs when said repairs appear reasonably necessary for public safety and prevent damage to other portions of the Condominium Regime; and

WHEREAS, Paragraph 17, section (D), of the Declaration of English Country Manor Condominium, (ECM) requires unit owners to maintain their units:

NOW, THEREFORE, BE IT RESOLVED THAT:

All units must have their dryer vents cleaned every other year, whether they have been used or not. The unit owner must provide a certificate from a licensed contractor, proving that it has been cleaned. If the unit owner does not provide this proof, then the condominium can have the dryer vent cleaned at the unit owner's expense with an administrative fee added to the expense. The condominium is under no obligation to clean the dryer vents but has the right to do so to ensure the safety of the residents.

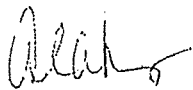
and

WHEREAS, Administrative Resolution 95-02 requires yearly chimney inspection and cleaning and in practice this is currently required by the Condominium Association every other year;

IT IS RESOLVED: That the first sentence of the beginning of Administrative Resolution 95-02 is amended to read:

"All units must have their Chimneys inspected and cleaned every other year, whether they have been used or not."

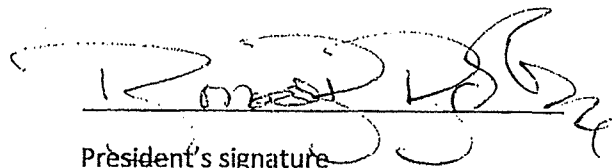
Attest:



SECRETARY

Date: February 25, 2015

Copy 02-25-2015
E.M.R. 02-25-2015



President's signature

ECM 1 Board of Directors Meeting
Memorandum for Record

To: English Country Manor Board of Directors

From: Alison Robinson, Secretary

Re: Administrative Resolution 95-02

Date: February 25, 2015

This memorandum memorializes the discussions among the Board over the last month relating to maintenance within the community and safety issues with dryer vents that are not cleaned and the certification process for dryer vent and chimney cleaning. Specifically, the Board reviewed Administrative Resolution 95-02 dated March 20, 1995.

It is hereby agreed to adopt an amendment to the existing resolution to add a requirement for the Dryer Vent cleaning by a licensed contractor, and that they will be cleaned every other year, whether used or not. Further, the requirement in Resolution 95-02 for Chimney Cleaning is changed to every other year.

Submitted by:

Alison Robinson

Secretary

ENGLISH COUNTRY MANOR CONDOMINIUM
BOARD OF DIRECTORS

Administrative Resolution No. 95-02

Page 1 of 1

Chimney Maintenance and Inspection Resolution

WHEREAS Article V, Sections 3, of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors, the powers and privileges to perform all of the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS Article V, Sections 3, paragraph (c), of the By-Laws of English Country Manor Condominium, (ECM) grants the Board of Directors hereinafter referred to as the Board the authority to regulate the maintenance of the common areas; and

WHEREAS Paragraph 17, section (D), of the Declaration of English Country Manor Condominium, (ECM) requires the unit owners to maintain their chimneys:

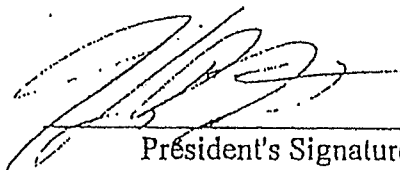
NOW, THEREFORE, BE IT RESOLVED THAT :

All units must have their chimneys inspected each year, whether they have been used or not. The unit owner must provide an inspection certificate from a licensed chimney sweeper, proving that it has been inspected and or cleaned. If the unit owner does not provide this proof, then the condominium can have the chimney cleaned at the unit owners expense with an administrative fee added to the expense. The condominium is under no obligation to clean the chimneys, but has the right to do so to ensure the safety of the residents.

ATTEST:

3/20/95

Date



President's Signature

R.J.W. 3-20-95
J.S.D. 3-20-95
D.W.W. 3/20/95

**ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS**

ADMINISTRATIVE RESOLUTION 2008-4

Page 1 of 3

GUIDELINES FOR ALL COMMITTEES OF THE BOARD

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and discontinue the same at its pleasure;

NOW THEREFORE, BE IT RESOLVED THAT committees established by the Board have the terms of reference:

DEFINITIONS:

A **COMMUNITY ASSOCIATION** is a group of owners who act on matters of common interest to the owners in a defined subdivision or other common development, such as a condominium. A community association's overall goal is to preserve, maintain and enhance the aesthetic and economic value of the property. The community association itself is a non-profit corporation incorporated by the filing of Articles of Incorporation with the Secretary of State. It is controlled by a volunteer Board of Directors elected by the property owners.

It is the role of the **BOARD OF DIRECTORS** to set the policies, standards, procedures, programs and budgets for the community association. Its fiduciary duty requires all directors to act in the best interests and for the benefit of the corporation, thus the community as a whole.

A **PROPERTY MANAGEMENT COMPANY** is contracted by the Board of Directors to provide services such as administrative services; collection of assessments; obtaining bids for subcontracted services; and, providing bookkeeping services and assistance with Board meetings. The management company reports directly to the Board of Directors; decisions are made by the Board.

A **COMMITTEE** is appointed by the Board of Directors to complete a specific task. A committee allows for additional community input into the decisions that are made on the behalf of the community. They perform research and present their findings and recommendations to the Board of Directors.

RESPONSIBILITY:

1. As representatives of the entire English Country Manor I community, the ECM I Board of Directors shall govern the affairs of the community through prudent budget planning and responsible spending. In this capacity, the Board shall work closely with Board committees and the Association's Property Management Company to achieve these ends.

**ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS**

ADMINISTRATIVE RESOLUTION 2008-4

Page 2 of 3

GUIDELINES FOR ALL COMMITTEES OF THE BOARD

2. Only the Board may authorize any action to be taken on behalf of ECM I Condominiums, including requests for the Property Management Company to obtain competitive contractor bids.
3. Board committees are responsible for knowing and understanding the existing Bylaws, Declaration and Rules of the Association. All committees shall operate accordingly.
4. Committees shall engage in research, documentation and reporting to the Board.
5. Committees shall consider the benefits and detriments in all matters of interest, examining goals and objectives and how the matter of interest will impact members of the community.
6. Committee chairpersons shall help recruit committee members by making recommendations to the Board.
7. All committee members shall serve in a voluntary capacity. No members will receive compensation for time or service to committees.

COMMITTEE ORGANIZATION:

All committee members shall be composed of ECM I unit owners appointed by the Board. They shall be selected from the list of owners in good standing and must remain in good standing throughout their appointment. ECM I lessees in good standing may serve as members on some committees of the Board, or they may be engaged from time to time to help committees. The number of committee members shall be determined by the Board. Committee chairpersons shall be appointed by the Board following the Association's annual meeting and election. Committee members shall serve for one year at the pleasure of the Board. In the event of a conflict of interest, the continued participation of a member on a committee shall be evaluated and determined by the Board.

COMMITTEE OPERATION:

All committees of the Board shall meet as needed. Any Board member may attend any committee meeting at his/her own discretion. Board committees shall make recommendations to the Board but, ultimately, they do not have authority over the decisions of the Board. Any and all recommendations by Board committees shall be in writing and submitted to the Board. Committee chairpersons may be called upon to give reports at Council of Unit Owners meetings. The Manor House TV Room may be utilized as a meeting place for Board committees.

Any recommendations or requests which would incur expenses for official business by any Board committee must be submitted to the Board for prior approval. In such cases, receipts must

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2008-4

Page 3 of 3

GUIDELINES FOR ALL COMMITTEES OF THE BOARD

be presented for reimbursement of pre-authorized expenses. Any expense incurred without the prior written approval of the Board will not be reimbursed.

Violation of these guidelines shall be cause for action by the Board of Directors to remove a committee member. By signing this document, committee members agree to adhere to all committee guidelines and affix their signature hereto as a testament.

Signature of Committee Member

Date

Telephone (h)

Telephone (c)

email:

Committee Member's contact information

ATTEST:

W. A. [Signature]

Date

2/19/08

John L. Drexler
John L. Drexler, President

Date

02/19/08

**ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS**

ADMINISTRATIVE RESOLUTION 2008-2

Page 1 of 3

BUILDINGS AND GROUNDS COMMITTEE CHARTER

WHEREAS, Article V, Section 3, of the Bylaws of English Country Manor Condominiums Association, grants the Board of Directors the powers and privileges to perform all the duties and obligations necessary for the administration of the affairs of the Association; and

WHEREAS, Article VI, Section 4, of the Bylaws of English Country Manor Condominiums Association, grants the President of the Board of Directors the authority to "appoint committees from the Unit Owners" and discontinue the same at its pleasure;

NOW THEREFORE, BE IT RESOLVED THAT a standing Buildings and Grounds Committee be established having the terms of reference:

RESPONSIBILITY:

The primary responsibility of the Buildings and Grounds Committee is to assist the Board of Directors in assuring that residential buildings, parking spaces and the grounds – including the landscape – meet the overall aesthetic standards of the community and that said areas are properly maintained by the Association, unit owners and lessees. Committee members are volunteers. They shall be members of the Council of Unit Owners. And, they shall know and understand the Association's Bylaws, Declaration and Rules.

In filling its responsibility, the committee shall, at the discretion of the Board, perform functions, which include, but are not limited to the following:

1. Report to the Board immediately any potential fire or safety hazards.
2. Utilize Building Liaisons as a resource for the exchange of information relevant to issues concerning the committee.
3. Periodically perform inspectional rounds of the property, including all eight buildings, parking spaces, garages, roads, the landscape and walkways.
4. Set an example by picking up and discarding trash when walking the grounds.
5. Offer suggestions to improve the appearance of the buildings and grounds.
6. Offer suggestions to improve the function of parking spaces, including the alignment of parking spaces for handicapped individuals, compact cars and motorcycles.

**ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS**

ADMINISTRATIVE RESOLUTION 2008-2

Page 2 of 3

BUILDINGS AND GROUNDS COMMITTEE CHARTER

7. Keep an inventory of benches in the community, making sure that they meet standards set by the committee for safety, quality and appearance.
8. Supervise and lend direction to volunteers planting gardens in any areas authorized by the Board in the common areas. A professional landscaper may be suggested by the committee.
9. Report to the Board:
 - a) Landscape problems, such as bald spots in grassy areas, excessive weeds and distressed or diseased trees;
 - b) Improper disposal of trash, furniture or other items;
 - c) Dog excrement on the property;
 - d) Drainage problems, pot holes, broken concrete, damage to buildings and garages including loose or missing siding, peeling paint, deteriorating wood, insect infestation, sensor lights that remain on during the day and mailboxes in disrepair;
 - e) Parking violations including parking of commercial vehicles or abandoned vehicles on the property, and vehicles not authorized to park in spaces designated for the handicapped or other uses;
 - f) Other violations appropriate to this committee.

The committee, from time to time, may request money for supplies, such as garden tools, plants, seeds, etc. These requests must be submitted in writing to the Board. Checks will be written by the Property Management Company to either purchase these supplies or reimburse the committee for them.

COMMITTEE ORGANIZATION:

The Buildings and Grounds Committee shall be composed of ECM I unit owners and lessees appointed by the Board. Committee members shall be selected from the list of owners and lessees in good standing and must remain in good standing throughout their appointment. The number of committee members shall be determined by the Board. The chairperson shall be appointed by the Board following the Association's annual meeting and election. Members of this committee shall serve for one year at the pleasure of the Board. Additional unit owners or lessees may be recruited from time to time to serve as volunteers for community gardening or clean-ups approved by the Board. In the event of a conflict of interest, the continued participation of a member on a committee shall be evaluated and determined by the Board.

ENGLISH COUNTRY MANOR I
BOARD OF DIRECTORS

ADMINISTRATIVE RESOLUTION 2008-2

Page 3 of 3

BUILDINGS AND GROUNDS COMMITTEE CHARTER

COMMITTEE OPERATIONS:

The Building ^{+ Grounds} ~~Buildings~~ Committee shall meet as needed. Any Board member may attend any committee meeting at his/her own discretion. The committee shall make recommendations to the Board but, ultimately, does not have authority over the decisions of the Board. Any recommendations by the committee shall be in writing and submitted to the Board. The committee chairperson may be called upon to give reports at Council of Unit Owners meetings. The Manor House TV Room may be utilized as the committee's meeting place.

This charter replaces Administrative Resolutions for the Garden Club Committee signed by Patrick W. Whiteman, Board President, on December 18, 1995, which is now obsolete and replaced.

ATTEST: W. A. Drexler 2/19/08
Date

John L. Drexler 02/19/08
John L. Drexler, President Date

ENGLISH
COUNTRY
MANOR I



RULES &
REGULATIONS

ECM I RULES and REGULATIONS
HEARING AND COMMENTS
BOARD of DIRECTORS DECISION SUMMARY

The Board would like to thank everyone who submitted comments regarding the Rules and/or attended the Hearing and Comments meeting held on 09/04/12 in the TV room. All the comments were recorded and carefully considered. While The Board could not agree to make all the changes, the below listed changes were made with the goal being to finalize Rules and Regulations that will provide reasonable guidelines for all.

.....

1. **Section 3 Building Exterior #5** – *“On EMC property”* was added to this rule, which applies to feeding wild or feral animals.
2. **Section 4 Parking 1c** was removed. Several owners expressed concern regarding the inconvenience, difficulty to enforce and possible retaliation resulting from this attempt to address parking issues by limiting owners to 1 vehicle at green curbs. The Board recognizes that there are some buildings that continue to have parking issues, so we remain open to possible solutions for those areas.
3. **Section Parking 4 1d** – *“Head in Parking only”* was removed. Unit owners pointed out situations where back in parking may be safer in inclement weather and in some parking spaces where backing out may be with reduced visibility. Residents are still asked to comply where signs are posted.
4. **Section 5 Safety and Property Protection #3** – The wording was reported as confusing, so *“which includes all porches”* was added to help define a limited common element area where grilling is not allowed.
5. **Section 5 #4** – Added clarification that for an emergency situation, such as fire, leaks or certain medical situations, prior notice may not be possible.
6. **Section 6 Pets # 3** – Removed *“retractable leashes are prohibited”*. The Board agreed that the requirement for pet owners to have control of their pet would apply to address the concerns related to retractable leashes.

**ENGLISH
COUNTY
MANOR I**



**CONDOMINIUM RULES &
REGULATIONS**

Effective: October 1, 2012

Board Approval Date: 09/25/12

**Approving Board Members: Ron Hinegardner, Tangie Hinegardner
and Sue Haynes**

The Rules and Regulations contained in this document were developed to protect the property and safety of all Unit Owners and Residents of the English Country Manor (ECM) community, and to promote a comfortable and beautiful community for all to enjoy.

All Unit Owners and Residents of the ECM I community are expected to comply with the Rules, Regulations, and Bylaws in order to help make our community safe and pleasant for everyone.

Unit Owners are responsible for the actions of their guests and residents of their unit (with or without a lease agreement). Any actions taken due to a rule violation or breach of a bylaw by said residents or guests will be addressed with the Unit Owner in accordance with the ECM Rule Enforcement Policy and applicable law.

For more information about establishing rules, please refer to the ECMI Bylaw Article XII Section 2 and Article X.

This document contains the following:

- **Rule Enforcement Policy..... Section 1**
- **General Rules..... Section 2**
- **Building Exterior..... Section 3**
- **Parking and Roadways..... Section 4**
- **Safety and Property Protection..... Section 5**
- **Pets..... Section 6**

The Rules and Regulations pertaining to the Swimming Pool and the Exercise Room are in a separate document.



SECTION 1: RULE ENFORCEMENT POLICY

1. If a violation occurs, a fine may be assessed, following prior notice and a hearing before the Board, as follows:
 - a. For all infractions of a bylaw or rule, a letter will be sent to the violator explaining the violation, and giving the responsible unit owner in question notice of the date, time and place of the hearing at which the owner and violator(s) may present evidence contesting the violation .
 - b. For the second infraction of the same rule, a fine may be levied by the Board after a hearing under Section 11-113 of the Maryland Condominium Act (the Act), up to a maximum of \$50.00. Fines levied in this step shall be determined by the majority vote of the Board.
 - c. Should further or other violations occur thereafter, the original fine will be automatically doubled for each subsequent or other occurrence.
2. An appeal of a fine or decision made by the Board of Directors (the Board) shall be made in writing to the Board within 15 days of the Board decision. An appeal of a fine levied by the Board may be made to an Appeal Committee, which will consist of five (5) Residents appointed, on a rotating basis, from a list of volunteers, for a term of three (3) months. The appeal hearing shall be held within seven (7) days from the date that the appeal request is received by the Board.

For more details regarding rule enforcement, please refer to **ECMI Bylaw Article X Section 4 (v)**.



SECTION 2: GENERAL RULES

1. The sidewalks, paths, driveways, and other areas used for entering and exiting parking spaces, units, and/or Common Elements (portions of the property not owned individually by Unit Owners, but in which an indivisible interest is held by all unit owners) shall not be obstructed or used for any purpose other than for entering and exiting the parking spaces, units, and/or Common Elements areas to which said areas may be adjacent or appurtenant.
 - *ECMI Bylaw Article X 4 (b)*

2. Unless specific portions of the Common Elements are designated by the Board for such purpose, no portion of the Common Elements shall be used for the storage or placement of furniture or any other article, including, but not limited to, plants, storage boxes, bicycles, building materials or any other items that may be a safety, fire or health hazard.
 - *ECMI Bylaw Article X 4(n)*
3. Residents are permitted to store firewood in the following designated Common Areas and with the following specifications:
 - a. **Firewood** and other approved fireplace and stove-burning materials may be stored in the Common Areas **ONLY** to the side and completely clear of the door of each unit. **SUCH MATERIALS MAY NOT** be stored so as to impeded ingress/egress into or through any hallways/breezeways.
 - b. Any approved fireplace burning material stored in the hallway/breezeways shall be stored on or in a holder, at a minimum height of 4 inches off the floor/ground. Each unit may maintain one circular holder the size/dimensions of which may not exceed 24 inches in diameter or one box holder the size/dimensions of which may not exceed 31 inches long, 19 inches wide and 17 inches deep.
 - c. The use of kerosene or propane heaters is prohibited.
 - d. Firewood and other approved fireplace and stove-burning materials may **NOT** be stored in the Common Areas of the MANOR HOUSE.
4. Excessive, loud and disturbing noise in any Common Area or condominium unit that interferes with the rights, comfort and convenience of other Unit Owners or Residents or may unreasonably disturb or annoy any other Unit Owners or Residents is prohibited.
 - *ECMI Bylaw Article X 4(s)*
5. With the exception of publication by the Board of Directors or the management agent, the names of Unit Owners and/or Residents shall not be posted or displayed in any entryway, passageway or other Common Areas except on the mailbox assigned to their unit or where designated by the Board.
 - *ECMI Bylaw Article X 4(f)*
6. Residents are not permitted to add décor to any Common Area or breezeway that may damage or stain any surface, or that may cause an obstruction to hallways or walkways, or that may prevent access by emergency personnel and/or their equipment.
 - *ECMI Bylaw Article X 4(b)*

7. Unit Owners/Residents may not shake rugs or sweep debris of any kind onto the Common Elements. Placing garbage, garbage containers and/or bags of trash in the hallway/breezeway outside the unit is prohibited.
 - *ECMI Bylaw Article X 4(m)*
8. Unit Owners/Residents are required to use the designated *BULK trash bins for disposal of large items and/or materials that are not commonly placed in household trash bags. Recycle bins are available to Residents, and should be used only for deposit of recyclable materials. (The exact location of the community bulk trash and the recycle bins may be obtained by contacting the property manager)
 - *Alternatively, Owners/Residents may contact Harford County or the Town of Bel Air to arrange for pickup.
9. Toilets, sinks and garbage disposals may not be used to dispose of any items that may damage or obstruct plumbing apparatus. Any cost to repair damage to the property of others, including the Common Elements, resulting from improper use or neglect of such facilities will be the responsibility of the owner of the unit where the damage originated.
10. The cost to repair damages to the Common Elements that is the result of moving, carrying, or transporting furniture and/or other items shall be the responsibility of the Unit Owner. This includes damages caused by the acts or omissions of the tenants or occupants of the unit.
11. Unit Owners/Residents are not permitted to empty containers, or to dump or discard any materials onto Common Elements.
12. Only the Property Manager, members of the Board, and their designees are authorized to give directions to the Condominium's contractors on their job duties and performance. No Unit Owner or Resident shall divert employees of the Condominium, Management Company, or either of its contractors working anywhere upon the Condominium property so as to induce said employees or contractors to perform work of a personal nature inside or outside of the property of a unit owner, tenant or resident.
13. Unit Owners must notify the Property Manager when leasing their unit. All Lease Agreements must be approved by the Board of Directors in accordance with the ECM 1 bylaws.
 - *ECMI Bylaw Article X Section 1(b)*



SECTION 3: BUILDING EXTERIOR

1. Unit Owners/Residents may not hang or attach any items from the outside of windows, decks, balconies, or patios of any unit. All windows that are visible from the exterior of the building shall have window treatments installed in such a manner that the surface of said treatments visible from the exterior are either white or lined in white, so as not to interfere with the uniform appearance of the buildings in our community.
 - *ECMI Bylaw Article X 4(q) and 4(r)*
2. Unit Owners/Residents are not permitted to make any revisions to the exterior of any unit or building without prior written permission and approval of the Board.
 - *ECMI Bylaw Article XI 1(a)*
3. Display of signs of any kind is not permitted in or on windows or doors or any other exterior surfaces, including patios, decks, balconies, garages or the Common Elements unless **PRIOR** written approval is obtained from the Board.
 - *ECMI Bylaw Article X 4(f)*
4. Satellite dishes, antennas and other TV or radio reception apparatus are not permitted on any surface of the **exterior** of any building, deck, patio or the Common Elements.
 - *ECMI Bylaw Article X 4(p)*
5. The feeding of birds and/or wild or feral animals is prohibited on ECM property. This is to protect the safety and health of Residents in the community and their pets. Any food, water and/or food bowls, bird houses/feeders or any other items that attract animals, will be removed from the Common Areas.
6. Unit entryway mats and rugs may not exceed 4 feet in length or width, and shall not extend into the walkway more than 4 feet from any unit's main entrance door.
7. Items placed in the hallways or breezeways that are deemed by the Board to be unsightly or hazardous may be removed upon prior notice from the Board or the Management Company.



SECTION 4: PARKING AND ROADWAYS

1. Unit Owners, Residents and Visitors are required to abide by all posted speed limits and parking signs located in the community. **All applicable parking regulations contained in the Declaration and in the Bylaws will prevail.**
 - a. Parking spaces will be reserved for the handicapped and properly marked pursuant to applicable law.
 - b. Curbs painted RED are reserved for Emergency Vehicle parking **ONLY**.
 - c. Each vehicle must be parked in a manner so as to be entirely contained within the markings delineating the parking space being occupied by said vehicle, and shall not interfere in any way with the walkways.
 - d. Oversized vehicles are not permitted in parking spaces where the vehicle or any item in or on the vehicle extends into other parking spaces and/or into a common area, walkway or roadway. Owners/Residents may contact the Property Manager for further information on parking an oversized vehicle.
 - *ECMI Bylaw Article X 4(b)*
 - e. Double parking, parking in a manner that blocks the front of garages, and parking parallel to curbs is prohibited.
2. Use of vehicle horns is not permitted in any roadway or parking area, except as may be necessary for the safe operation of such vehicle.
 - a. No parking is permitted that will impede or prevent ready access to any entrance or exit from any building, parking area, or roadway.
 - *ECMI Bylaw Article X 4(b)*
3. Unit Owners and Residents may not wash their vehicles on the ECM property, except in the areas (2) designated for this purpose. Residents are expected to turn all hoses off and leave the area clean after each use. These areas are for use by Residents only. (See attached map for location of car wash areas).
 - *ECMI Bylaw Article X 4(i)*
4. Parking spaces are for personal-use vehicles only.
 - a. Vehicles that do not have proper license tags (missing or expired, for example) are prohibited on ECM property. They shall be towed off the property if not identified.

- b. Junk vehicles, trailers, trucks, campers, house trailers, recreational vehicles, or motor/mobile homes of any kind are not permitted on the property.

➤ *ECMI Bylaw Article X 4(g)*



SECTION 5: SAFETY AND PROPERTY PROTECTION

1. Unit Owners shall observe rules and regulations established by the Board regarding disposal of trash.
2. Flammable, combustible, or explosive materials or chemicals that are not intended for household use, and are generally considered dangerous and/or harmful are not permitted in any unit or upon the common elements.
3. Outdoor cooking is strictly prohibited on any of the common elements or limited common elements, which includes all porches.
➤ *ECMI Bylaw Article X 4(i)*
4. The agents of the Management Company, and any contractor or worker authorized by the Management Company, may enter any room or unit after reasonable notice to the Unit Owner thereof at any reasonable hour of the day for the purpose of inspecting such unit for the presence of any vermin, insects, and other pests and for the purpose of taking such measures to control or exterminate any such vermin, insects, or other pests. In case of an emergency such as fire, leaks or certain medical situations, prior notice may not be possible.
5. Waterbeds are not permitted in any unit.
6. The Board may publish specific rules for moving in and moving out for Unit Owners and Residents separately from these rules and regulations.
7. Unit Owners who are renting their units are required to provide a copy of all leases to the Property Management Company. Unit Owners are required to report move-in and move-out dates to the Property Manager, as well as provide all tenants with a copy of the rules and regulations. The Board may adopt a form lease for use by the unit owners.
8. Tobacco materials extinguished in the Common Areas shall be disposed of in a receptacle approved by the Board.
9. Smoking is prohibited in all Common Areas of the Manor House.

10. To prevent possible damage to any structure or vehicle on the property, sports and other activities that include throwing or hitting a ball, or any other items, are not permitted.
11. The cost for use of electricity in the garages is a shared expense paid from our condo fees. Therefore, excessive and/or unreasonable use of electrical power in the garages is prohibited. The Board reserves the right to determine what is excessive and/or unreasonable.

➤ *ECMI Bylaw Article X 5*



SECTION 6: PETS

1. No dogs, cats, birds, reptiles, or any other animals shall be kept or harbored in any building or unit except as permitted in accordance with the Bylaws regarding pets.
2. Dog owners are required to provide proof each year that their dog is licensed in accordance with Harford County law, which requires all dogs that are six (6) months of age or older to be licensed. Proof of licensure shall be submitted annually to the Property Manager on or before July 30.
3. Pets are not permitted in any Common Area unless they are carried or are on a leash. Pet leash length shall not exceed six (6) feet.
4. All persons walking pets/dogs on the property shall be responsible for removing and disposing of the pet's waste. Unit Owners shall be responsible for the compliance of their tenants/unit occupants with this rule. This rule is in accordance with Harford County Code, Chapter 64 Article 4 Section 64-22 (a) which states "*no owner of a dog shall allow it to soil, defile or defecate upon or commit any other nuisance upon any public property or upon private property. (b) The owner must take immediate steps to eliminate any such nuisance, including feces caused by the dog, in an appropriate and sanitary manner.*"
5. Unit Owners, Residents, and others walking dogs on the property shall direct pets to relieve themselves AWAY FROM flowers, shrubbery, sidewalks, and other paved areas not intended for animal waste.
6. Unit Owners, Residents, and others walking dogs on the property shall prevent their pets from being a nuisance to others through excessive noise, barking, running, and jumping in any areas inside or outside of units, including porches, solariums/sun rooms, decks and patios.

7. Pets shall not be left unattended or secured/tied up to any Common Element, or where the pet may have access to any Common Element. This rule is in accordance with Harford County Code, Chapter 64 Animals-Article III Section 64-7 "Dog at large" (loose dogs) that states "*No owner of any dog shall permit it to be "at large" when: a.) it is upon the property of a person other than the owner. b.) Or within the traveled portion of any public road and not leashed or under the control of the owner and obedient to the owner's command.*"
8. Absolutely NO pets are permitted in the Manor House Great Room, foyer area, kitchen, exercise room, TV room or any hallways that are connecting these areas. Pet owners residing in the Manor House shall use the side entrances to bring their pets in and out of the Manor House.
9. Animals shall not be kept, bred or maintained for commercial purposes of any kind.

All English Country Manor Unit Owners and Residents are encouraged to abide by these rules and regulations in order to promote a comfortable, safe and clean community for all to enjoy.

Please note that some rules are determined by the ECM Declaration and Bylaws as well as applicable state and local laws. Therefore, those rules may not be changed unless supported by revisions to the Declaration/Bylaws or to the governing state and local laws.

To report a violation, please contact the Property Management Company and be prepared to validate your report by supplying written documentation (*include a picture, if possible*) or by offering testimony, where required.



English Country Manor

Exercise Room Rules

1. Hours of operation for the Exercise Room are **6:30 a.m. to 10:00 p.m.**
2. Residents and accompanied guests using the Exercise Room must have their Pool/Exercise Room Pass visible at all times while in the gym. Persons without a valid pass may be asked to leave the gym.
3. Children under 16 years of age are not permitted in the Exercise Room at any time and are not allowed to use the equipment under any conditions.
4. No pets are allowed in the Exercise Room at any time.
5. Exercise Room users should be considerate of the Manor House residents and avoid making any loud noises that may be disturbing. Please do not bang or drop the weights. The weights should be lowered and placed gently into the resting position.
6. No food is allowed in the Exercise Room. Water or other non-alcoholic beverages are permitted, but must be in an unbreakable container with a cap/lid.
7. All persons using the gym should bring a clean towel to wipe the machines. The cleaning company cleans the gym monthly; however, in considerations of others, please wipe off handles, seats, benches etc. after using each piece of equipment.
8. If no others users are in the gym, please turn off all lights and machines when exiting the gym.
9. The English Country Manor I Board of Directors has the authority to enforce these rules.
10. Only Board approved equipment is allowed in the Exercise Room.

2016 ENGLISH COUNTRY MANOR POOL RULES

The operation of the pool facility shall be for the safety, comfort, and pleasure of Phase 1 and Phase 2 unit owners and their guests. The pool schedule will be posted in advance at the start of the season and is available for use except designated Community Swim Events.

A. Policy

1. The pool is an amenity for ECM unit owners **in good standing** and their accompanied guests. Absentee unit owners in good standing, including landlords, may permit tenants or residents of their unit to use their pool/exercise room passes via the Pool Application and Agreement Form. (If you are unclear about your standing, contact the property manager.)
2. **Unit owners are responsible for the conduct of their guests, tenants, or others living in the unit. Parents/guardians are responsible for the proper conduct of their children.**
3. Not allowed: Yelling, the playing of musical instruments, amplifiers, etc., or any other behavior determined by the pool/exercise room staff, property manager or Board of Directors to be disruptive to others using the pool. Disruptive behavior of any kind, use of inappropriate language, destruction of property, or disturbing plants and flowers will prompt enforcement proceedings that may result in the suspension of pool/exercise room privileges.
4. Common areas outside of the pool area are *not* to be used for recreation, such as ball playing.
5. The pool does not provide facilities for safekeeping of valuables or personal property and will not assume any responsibility for the loss of, or damages to, said property.
6. Only a valid pool/exercise room pass will gain entry to the pool. No tenant or resident may use the pool facilities unless the owner of the unit in which said tenant resides is in good standing. Unit owners and/or their tenants will be issued Pool/Exercise Room passes; these passes represent the total number of people from each unit who may use the pool. Passes are not transferable and will be issued exclusively by the Condominium or its management agent, as directed by the Board of Directors. Failure to produce a valid pass will result in being denied entry to or dismissal from the pool area. The unit owner or tenant is required to be with guests at all times. Only a pass holder with a valid pass may sign in guests at the pool.
7. Phase 1 & 2 obtaining passes after the initial distribution dates: Regular passes can be obtained by contacting JC Property Services, Inc., 410-557-8370 or emailing jcpsi@verizon.net. You may also mail in your completed forms to JC Property Services, Inc., 2741 Fallston Road, Suite C, Fallston, Maryland 21047. To receive passes, you must turn in the two additional forms filled out completely. **There will be a cost for obtaining passes after the initial distribution dates. JC Property Services requires advance notice to provide passes.** You may pick them up in person or provide a self-addressed, stamped envelope to receive them. Extra forms will be available in the Manor House TV Room above the ECM I & II mailbox.
8. With the exception of Manor House residents, access to the pool facility is through the gate entrance to the pool.
9. At no time shall any person be permitted in the blue-carpeted area of the Manor House or the kitchen while en route to, or from, the pool facility.
10. Coolers: Only small coolers with one handle (easy for one person to carry) are allowed at the pool.
11. Only compact playpens are allowed at the pool.
12. The lifeguard is authorized by the Board of Directors to deny use of the pool facility to any individual who fails to obey the Pool Rules.
13. Smoking materials are to be disposed of in the extinguishing containers provided. Please be considerate of others at the pool when smoking (with regard to second-hand

2016 ENGLISH COUNTRY MANOR POOL RULES

smoke). There is a designated area for smoking located on the upper deck. This includes use of e-cigarettes.

B. Health Regulations

1. Pets, with the exception of assistance animals are not permitted on the premises of the pool facility.
2. Spitting and nose blowing in the pool are prohibited.
3. Swimming privileges will be denied to any person with visible signs of an infection, including skin lesions or an open sore. Individuals wearing a bandage may also be denied access to the pool. Individuals with a cold or cough are discouraged from using the pool.
4. Children using the pool who are not toilet trained must wear swim diapers at all times.
5. In accordance with Health Department regulations, anyone entering the pool must shower beforehand. Showers and rest rooms are accessible from the pool patio.
6. Members and guests are asked to cooperate in keeping the pool facility clean. All trash must be placed in the proper containers.

C. Safety Regulations

1. No one will be allowed in the pool or pool area unless a lifeguard is on duty. When a lifeguard is not on duty, the upper deck patio area adjacent to the Manor House may be used for sunbathing.
2. Please refrain from unnecessary conversation with the lifeguards, as they must give their undivided attention to the assigned duties.
3. Only unbreakable containers are allowed at the pool. **NO GLASS of any kind is permitted in the pool, or the pool area.**
4. No ball playing, running, pushing, wrestling, dunking, or climbing the fence is allowed. Exceptions may be allowed, at the lifeguard's sole discretion, for use of small pool toys during times of low pool attendance.
5. **A parent or guardian must accompany children under 14 years of age at all times. A parent or guardian is responsible for supervising children. An adult must accompany a non-swimming child of any age while in the water at all times, and keep said child within their arm's reach while in the pool.**
6. Non-swimmers: Only a life vest approved by the U.S. Coast Guard is to be used, for safety purposes. Inner tubes, water wings, and similar flotation devices for non-swimmers are not permitted at any time.
7. Flotation devices for recreational use that are permitted include noodles and small inner tubes.
8. Diving into the pool is not permitted.
9. Upon instruction of the lifeguard, EVERYONE will be required to evacuate the pool area in the event of approaching storms, and also 10 minutes on the hour, at the lifeguard's discretion, to test pool chemicals.
10. Parking for pass holders who need to drive to pool is restricted to the designated Event Parking area on Canterbury Road.
11. The lifeguard has full authority to enforce these rules. Pool privileges may be suspended for rule infractions, pursuant to notice and hearing; they may be reinstated following a hearing with the ECM 1 Board of Directors.

ENGLISH COUNTRY MANOR
CONDOMINIUM RULES
Revised March, 1997
EFFECTIVE APRIL 1, 1997

Revised 6/16/97

GENERAL

1. The sidewalks, paths, driveways, and other areas for ingress and egress to parking spaces, Units, and/or Common Elements shall not be obstructed or used for any purpose other than for ingress and egress from the parking spaces, Units, and/or Common Elements.
2. Unless specific portions of the Common Elements are designated by the Board of Directors (the Board) for such purpose, no portion of the Common Element shall be used for the storage or placement of furniture or any other article, including, but not limited to, plants, boxes, shopping carts or anything that may be a safety, fire or health hazard. Residents may store firewood in the following designated Common Area and with the following specifications:
 - a. Firewood and other fireplace and stove burning materials may be stored in the Common Area **ONLY** to the side and completely clear of the door of each unit. **IT MAY NOT** present a hindrance to or obstruct the hallways/breezeways. Residents of the Manor House must store their logs, are to be stored on wood platforms, a minimum of four inches off the floor and completely covered by a plastic or canvas tarp. These platforms are to contain a maximum of 20 bags of material. The plastic or canvas tarps are to be kept in good repair at all times.
 - b. The use of kerosene heaters is a violation of the law and **is strictly forbidden in this community.**
3. No Unit Owner or occupant shall make or permit to be made any disturbing noise on the Common Elements or any Unit by himself, his family, friends, tenants, employees, servants, or invites; nor interfere with the rights, comfort and convenience of other Unit Owners or occupants. No Unit Owner or occupants shall play, or allow to be played, musical instruments, radio, TV, VCR, hi-fi, tape recorder, loud speaker, or the like, if the same shall unreasonably disturb or annoy any other Unit Owner or occupant.
4. Unit owners and occupants shall not be allowed to put their names in any entry or passageway, or other General Common Element except in the place designated for the same by the Board, or on mailbox provided for the use of the Unit occupied by them. No hall vestibule shall be decorated or furnished by any Unit Owner or occupant in any manner.

5. No rugs shall be beaten on the Common Elements, nor dust, rubbish, or litter be swept from the Unit onto any of the Common Elements. Unit Owners and occupants must deposit all rubbish or litter in the designated areas and receptacles provided for such purposes.
6. The water closets and other water, plumbing and disposal apparatus shall not be used for any purpose other than what they were constructed. No sweepings, rubbish, rags, newspapers, ashes or other substances shall be thrown into same. Any damage to the property of others, including the Common Elements, resulting from the misuse or neglect of such facilities, shall be paid for by the Owner of the Unit who caused the damage.
7. The repair of all damage to the Common Elements and the property of The Council of Unit Owners resulting from the moving and/or carrying of furniture and/or other articles therein, shall be paid for by the Unit Owner or the person responsible for said damage.
8. Nothing shall be thrown or emptied out of the windows, decks, balconies, patios, or doors of any Unit, or thrown from or emptied on the Common Elements, nor shall anything be hung from the outside of windows or on the decks, balconies, or patios or placed outside of windowsills of any Unit.
9. No awning or window guards shall be used except as shall be approved by the Board (only window treatments with a white backing are permitted), and no signs of any kind shall be placed on windows or the doors or other exterior surfaces or on patios, decks, or balconies of the Common Elements without the **PRIOR** written approval of the Board.
10. Unit Owners and occupants, their employees, servants, agent, visitors, licensees and their families shall obey the parking rules posted at the parking areas, and other traffic rules promulgated in the future for the safety, comfort, and convenience of the Unit Owners and occupants. Double parking shall not be permitted except in case of emergency.
 - a. Parking spaces will be reserved for the handicapped pursuant to applicable law. Handicapped spaces will be properly marked and will contain the handicap symbol, and handicap signs will be posted in front of each space.
 - b. Curbs painted with a red stripe shall be reserved for Emergency Vehicle parking **ONLY**.
 - c. Double parking, parking in front of garages, and parking parallel to curbs shall be prohibited.

- d. All current parking regulations contained in the Declaration and in the Bylaws will prevail.
11. Unit Owners or occupants shall not cause or permit the blowing of any horn from any vehicle in which their guests, family, tenants, invites, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the condominiums, except as may be necessary for the safe operation of such vehicle. No vehicle belonging to a Unit Owner or other occupant shall be parked in any such manner as to impede or prevent ready access to any entrance or exit from the building by any other vehicle. Automobiles shall not be washed except in designated areas.
12. The Unit Owners and/or Occupants of the Units shall in general not act or fail to act in a manner which unreasonably interferes with the rights, comfort, and convenience of the other Unit Owners or Occupants.
13. Unit Owners will observe the procedures established from time to time by the Board, the Management Company, or the manager with respect to the disposal of garbage, rubbish, or refuse.
14. No Unit Owner or any of their agents, servants, employees, licensees, or visitors shall at any time bring into or keep in this Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except for normal household use.
15. No radio, TV antenna or connection shall be installed or shall extend on the exterior of the Units.
16. **PETS:**
- a. No dogs, cats, birds, reptiles, or other animals shall be permitted, kept, or harbored in the building, except as permitted in the Bylaws and unless registered by the Board of Directors. In no event shall any dog, cat, bird, reptile, or other animal be permitted on any of the Common Elements unless carried or on a leash. Notwithstanding, the foregoing, any Unit Owner or other occupant who is handicapped shall be permitted to maintain a dog of his or her choice within his or her Unit.
- b. This shall not prohibit the keeping of caged birds as domestic pets or dogs or cats **WEIGHING LESS THAN TWENTY (20) POUNDS AT MATURITY**, provided that they are not kept, bred, or maintained for commercial purposes, and provided further that their keeping will not constitute such type of noxious or offensive activity as covered in Section 4(a) of Article X, in the Bylaws. All pets must be registered with the Board of Directors, and all dogs must be walked with a leash attached. Dogs must be exercised in the areas designated by the Board. No animal

shall be unattended. There is a "pooper scooper" rule in effect that requires that any person walking or exercising a dog will be required to carry and use such equipment that may be necessary to clean up any and all mess created by the animal(s). EFFECTIVE AUGUST 1, 1992, NO PET WILL BE ALLOWED THAT IS IN VIOLATION OF THE ABOVE AND, ANY NEW OR REPLACEMENT ANIMAL MUST COMPLY. All Animals registered and approved by the Board prior to the above date may remain.

- c. All pets must be exercised on a standard leash not to exceed six (6) feet in length, and may not be allowed to relieve themselves on sidewalks, pavements, or streets. Pet owners are to do all this is possible to see that their pets do not relieve themselves on flowers, shrubbery, or trees. Grassy areas where there are no sidewalks or pavement are not to be used for animal relief. Pets are not to be allowed to "run free" at any time. Pet owners are not to allow their pets to cause a nuisance by creating excessive noise (barking or otherwise) inside, outside, or on porches or solariums of any Unit. Pets are not to be "tied up" to any Common Element at any time. As specified in the registration form and enforced by the Board of Directors, any pet that becomes a nuisance problem will be removed from the premises. Fines for violations of these Rules are specified in Section 21 of these Rules.
 - d. **Effective April 1, 1997** Unit Owners will be required to inform all potential lessees, and, made part of all lease documents, that lessees **MAY NOT** have dogs, cats or exotic animals. Lessees with pets prior to the above date may continue to have pets that are not in violation of the English Country Manor Bylaws and Rules. As a result of the above, all owners are required to provide a copy of all leases, on and after the above date, to the current Property Manager. Failure by Unit Owners to comply with the above will cause the Board of Directors to impose fines as outlined by the Bylaws.
17. No Unit Owner or other occupant shall send any employee of the Management Company inside or outside of the property on any private business.
18. The agents of the Management Company, and any contractor or workman authorized by the Management Company, may enter any room or Unit after reasonable notice to the Unit Owner thereof, at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects, and other pests and for the purpose of taking such measures to control or exterminate any such vermin, insects, or other pests.
19. No waterbeds shall be allowed in the Units.

20. The Board shall publish rules for move in, and move out for Unit Owners and occupants separately from these rules.
21. Fines for infractions of these rules are established as follows:
 - a. For the first infraction of a rule, a warning letter will be sent to the violator explaining the violation.
 - b. For the second infraction of the same rule, a fine may be levied by the Board after a hearing under Section 11-113 of the Act, up to a maximum of \$50.00. Fines levied in this step shall be determined by the majority vote of the Board.
 - c. Should this procedure continue to other fines thereafter, the original fine will be automatically doubled for each occurrence.
22. An appeal of a fine or decision made by the Board of Directors must be made in writing to the Board of Directors within 15 days of the Board decision. An appeal of a fine levied by the Board of Directors may be made to an Appeal Committee which will consist of five (5) residents appointed on a rotating basis, from a list of volunteers for a term of three (3) months. The hearing must be held within seven (7) days from the date that the appeal is received by the Board.

MANOR HOUSE:

1. Unit Owners are responsible for the actions and conduct of their invites and guests, and any/all damage caused by themselves, invites or guests. Should a disturbance, misconduct, or other major problem occur that is beyond the control of the Unit Owner, the Unit Owner must contact the Management Company immediately and/or a member of the Board of Directors, and based on the severity of the problem as described, the Management Company, or Board member in conjunction will take whatever action necessary to resolve the problem.
2. It is the responsibility of the Unit Owner to report any and all damage to the Manor House Committee immediately and the Management Company within eighteen (18) hours of the damage.
3. When the Unit Owner rents one or more rooms of the Manor House, the Manor House Committee will conduct an inspection with the Unit Owner of the area(s) to be rented before the rental, to establish the condition of said area and note any existing damage. Also, the Manor House Committee will conduct an inspection of the rented area(s) by 10:00 A.M. on the day after the rental. If new damage is found, the Unit Owner will be contacted immediately and an estimate of the damage secured. If the cost to repair or replace any item is less than or equal to the Unit Owner's deposit, that amount will be deducted, and any balance will be

returned to the Unit Owner. Deposits or balances will be returned to the Unit Owner within seven (7) working days after the date of the rental. Any cost of repair/replacement due that exceeds the amount of the deposit, must be paid to the Management Company within seven (7) working days from the date of the rental. Failure on the part of the Unit Owner to comply will result in a lien being placed on the Unit Owner's condominium Unit, loss of privileges, and other possible actions to be taken by the Board of Directors as they deem necessary until the said lien is satisfied.

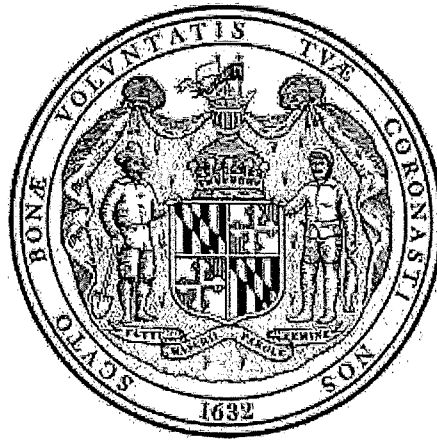
4. After each rental, it is the responsibility of the Unit Owner to clean the areas used, performing general housekeeping duties (except vacuuming) and to dispose of all trash in a dumpster. The kitchen is to be left in the same condition as it was found prior to the rental. **CATERERS ARE TO BE INFORMED OF THIS PRIOR TO THE START OF THE RENTAL EVENT.** Failure of the Unit Owner to comply will result in action being taken by the Board of Directors as deemed necessary.
5. A fine up to the amount of the deposit may be levied against the Unit Owner renting the Manor House by the Board of Directors for infractions of the rental contract and, in particular, for infractions of the stated hours of the rental, which includes cleanup time.
6. Pets are not permitted in the Great Room, kitchen, exercise room, TV room, or upstairs conference room. The foyer may be used by Manor House condominium owners with pets.
7. Requests for any precarious and/or outdoor activities must be approved by the Board of Directors.
8. Excessively loud music or noises that would disturb Manor House Unit Owners is prohibited. No bands are permitted and no music amplifiers are permitted.
9. Smoking is permitted **ONLY** in the kitchen. Smoking is not permitted in any other room of the Manor House.
10. Rooms in the Manor House may be rented, scheduled, or generally used from 8:00 A.M. to 10:30 P.M. Community affairs in the Manor House may be scheduled from 8:00 A.M. to 11:00 P.M. Exceptions to the above hours may be approved by the Board of Directors upon request. The Manor House rooms shall not be rented for weddings or wedding receptions. The Manor House Committee will assist all rental functions as directed by the Board of Directors. The rental rates, as of January 1, 1997, are as follows: the TV Room, without kitchen use, is \$10.00 per hour and with the kitchen, is \$20.00 per hour. The fee for the Great Room, including the kitchen, is \$35.00 per hour. The fee for the Great Room, TV Room and kitchen is \$50.00 per hour. The rental fee includes the use of coat racks, tables and extra chairs. Events can be scheduled until 10:30 P.M., including

cleanup time. Music shall be allowed, within reason, and must be arranged between the reserving owners and a representative of the Manor House Committee at the time of contract. Music must end at 10:00 P.M. Cleanup after events for a reasonable fee can be arranged between the reserving owner and the Manor House Committee at the time of contract. A security deposit of \$200.00 is required upon signing of the rental agreement.

11. The TV Room may be rented, scheduled, or generally used from 8:00 A.M. to 10:00 P.M. on a daily basis. Exceptions to these hours may be all rental functions as directed by the Board of Directors. The Manor House Committee will assist all rental functions as directed by the Board of Directors.
12. Unit Owners may avail themselves of this exercise room from 6:30 A.M. to 11:00 P.M., using reasonable care NOT TO DISTURB other Unit Owners living in the Manor House. CHILDREN UNDER 16 YEARS OF AGE ARE NOT PERMITTED TO BE IN THE EXERCISE ROOM UNATTENDED AT ANY TIME, AND ARE NOT ALLOWED TO USE THE EQUIPMENT UNDER ANY CONDITIONS. Access to this room may be made through the Manor House, North side door after the Great Room has been secured with a key that will be issued by the Management Company upon Unit Owner request. No pets are allowed in the exercise room at any time. Manor House Committee has the approval of the Board to enforce these rules.
13. The Exercise Room is not for rent. All guests and children are to be kept out of this room during rental periods. Use of the room during rental periods shall not interfere with the rental at any time; including loud or excessive music that interferes with the activities of the rental. It is the responsibility of the Unit Owner to see that the safety of each guest and child prevails, and therefore, access to this room is excluded. If a problem arises a Manor House Committee member should be contacted immediately and a member of the Board of Directors can be contacted to alleviate the problem, if necessary.

MARYLAND CONDOMINIUM ACT

Annotated Code of Maryland
Real Property Article, Title 11



Office of the Secretary of State
State House
Annapolis, MD 21401

410-974-5521 ext. 3879 or
888-874-0013 ext. 3879 (toll free in Maryland)
<http://sos.maryland.gov>

October 2018

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**MARYLAND CONDOMINIUM ACT
REAL PROPERTY ARTICLE TITLE 11**

§ 11-101. DEFINITIONS.

(a) *In general.* — In this title the following words have the meanings indicated unless otherwise apparent from context.

(b) *Board of directors.* — (1) “Board of directors” means the persons to whom some or all of the powers of the council of unit owners have been delegated under this title or under the condominium bylaws.

(2) “Board of directors” includes any reference to “board”.

(c) *Common Elements.* — (1) “Common elements” means all of the condominium except the units.

(2) “Limited common elements” means those common elements identified in the declaration or on the condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

(3) “General common elements” means all the common elements except the limited common elements.

(d) *Common expenses and common profits.* — “Common expenses and common profits” means the expenses and profits of the council of unit owners.

(e) *Condominium.* — “Condominium” means property subject to the condominium regime established under this title.

(f) *Council of unit owners.* — “Council of unit owners” means the legal entity described in § 11-109 of this title.

(g) *Developer.* — “Developer” means any person who subjects his property to the condominium regime established by this title.

(h) *Electronic transmission.* — “Electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that:

(1) May be retained, retrieved, and reviewed by a recipient of the communication; and

(2) May be reproduced directly in paper form by a recipient through an automated process.

(i) *Governing body.* — “Governing body” means the council of unit owners, board of directors, or any committee of the council of unit owners or board of directors.

(j) *Housing agency.* — “Housing agency” means a housing agency of a county or incorporated municipality or some other agency or entity of a county or incorporated municipality designated as such by law or ordinance.

(k) *Mortgagee.* — “Mortgagee” means the holder of any recorded mortgage, or the beneficiary of any recorded deed of trust, encumbering one or more units.

(l) *Moving expenses.* — “Moving expenses” means costs incurred to:

(1) Hire contractors, labor, trucks, or equipment for the transportation of personal property;

(2) Pack and unpack personal property;

(3) Disconnect and install personal property;

(4) Insure personal property to be moved; and

(5) Disconnect and reconnect utilities such as telephone service, gas, water, and electricity.

(m) *Occupant.* — “Occupant” means any leasee or guest of a unit owner.

(n) *Percentage interests.* — “Percentage interests” means the interests, expressed as a percentage, fraction or proportion, established in accordance with § 11-107 of this title.

(o) *Property.* — “Property” means unimproved land, land together with improvements thereon, improvements without the underlying land, or riparian or littoral rights associated with land. Property may consist of noncontiguous parcels or improvements.

(p) *Rental facility.* — “Rental facility” means property containing dwelling units intended to be leased to persons who occupy the dwelling as their residences.

(q) *Unit*. — “Unit” means a three-dimensional space identified as such in the declaration and on the condominium plat and shall include all improvements contained within the space except those excluded in the declaration, the boundaries of which are established in accordance with § 11-103(a)(3) of this title. A unit may include 2 or more noncontiguous spaces.

(r) *Unit owner*. — “Unit owner” means the person, or combination of persons, who hold legal title to a unit. A mortgagee or a trustee designated under a deed of trust, as such, may not be deemed a unit owner.

§ 11-102. ESTABLISHMENT OF CONDOMINIUM REGIME.

(a) *By recording declaration, bylaws and plat; exception*. — (1) The fee simple owner or lessee under a lease that exceeds 60 years of any property in the State may subject the property to a condominium regime by recording among the land records of the county where the property is located, a declaration, bylaws, and condominium plat that comply with the requirements specified in this title.

(2) (i) Notwithstanding the provisions of paragraph (1) of this subsection, a leasehold estate may not be subjected to a condominium regime if it is used for residential purposes unless the State, a county that has adopted charter home rule under Article XI-A of the Maryland Constitution, a municipal corporation, or, subject to the provisions of subparagraph (ii) of this paragraph, the Washington Metropolitan Area Transit Authority is the owner of the reversionary fee simple estate.

(ii) The Washington Metropolitan Area Transit Authority may establish a leasehold estate for a condominium regime that is used for residential purposes under subparagraph (i) of this paragraph if, when the initial term of the lease expires, there is a provision in the lease that allows the lessee to automatically renew the lease for another term.

(3) Notwithstanding paragraph (2) of this subsection or any declaration, rule, or bylaw, a developer or any other person may not be prohibited from granting a leasehold estate in an individual unit used for residential purposes.

(b) *Property lying two counties*. — If any property lying partly in one county and partly in any other county is subjected to a condominium regime, the declaration, bylaws, and condominium plat shall be recorded in all counties where any portion of the property is located. Subsequent instruments affecting the title to a unit which is physically located entirely within a single county shall be recorded only in that county, notwithstanding the fact that the common elements are not physically located entirely within that county.

(c) *Recording and taxing instruments affecting title*. — All instruments affecting title to units shall be recorded and taxed as in other real property transactions. However, no State or local tax may be imposed by reason of the execution or recordation of the declaration, bylaws, condominium plat, or any statement of condominium lien recorded pursuant to the provisions of § 11-110 of this title.

(d) *Indexing declaration, bylaws and plat*. — The declaration, bylaws, and condominium plat shall be indexed in the grantor index under the name of the developer and under the name of the condominium. Subsequent amendments shall be indexed under the name of the condominium.

§ 11-102.1. NOTICE PRIOR TO CONVERSION OF RESIDENTIAL PROPERTY TO CONDOMINIUM.

(a) *Giving of notice*. — (1) (i) Before a residential rental facility is subjected to a condominium regime, the owner, and the landlord of each tenant in possession of any portion of the residential rental facility as his residence, if other than the owner, shall give the tenant a notice in the form specified in subsection (f) of this section. The notice shall be given after registration with the Secretary of State under § 11-127 of this title and concurrently and together with any offer required to be given under § 11-136 of this title.

(ii) If an offer required to be given under § 11-136 of this title is not given to a tenant concurrently with the notice described in subparagraph (i) of this paragraph, the 180-day period that is triggered by receipt of the notice under this section does not begin until the tenant receives the purchase offer.

(2) The owner and the landlord, if other than the owner, shall inform in writing each tenant who first leases any portion of the premises as his residence after the giving of the notice required by this subsection that the notice has been given. The tenant shall be informed at or before the signing of lease or the taking of possession, whichever occurs first.

(3) A copy of the notice, together with a list of each tenant to whom the notice was given, shall be given to the Secretary of State at the time the notice is given to each tenant.

(b) *Method of delivery.* — The notice and the purchase offer shall be considered to have been given to each tenant if delivered by hand to the tenant or mailed, certified mail, return receipt requested, postage prepaid, to the tenant's last-known address.

(c) *Vacation of premises.* — A tenant leasing any portion of the residential rental facility as his residence at the time the notice referred to in subsection (a) of this section is given to him may not be required to vacate the premises prior to the expiration of 180 days from the giving of the notice except for:

- (1) Breach of a covenant in his lease occurring before or after the giving of the notice;
- (2) Nonpayment of rent occurring before or after the giving of the notice; or

(3) Failure of the tenant to vacate the premises at the time that is indicated by the tenant in a notice given to his landlord under subsection (e) of this section.

(d) *Extension of lease term.* — The lease term of any tenant leasing any portion of the residential rental facility as his residence at the time the notice referred to in subsection (a) of this section is given to him and which lease term would ordinarily terminate during the 180-day period shall be extended until the expiration of the 180-day period. The extended term shall be at the same rent and on the same terms and conditions as were applicable on the last day of the lease term.

(e) *Termination of lease.* — Any tenant leasing any portion of the residential rental facility as his residence at the time the notice referred to in subsection (a) of this section is given to him may terminate his lease, without penalty for termination upon at least 30 days' written notice to his landlord.

(f) *Form of notice.* — The notice referred to in subsection (a) of this section shall be sufficient for the purposes of this section if it is in substantially the following form. As to rental facilities containing less than 10 units, "Section 2" of the notice is not required to be given.

"NOTICE OF INTENTION TO CREATE A CONDOMINIUM

..... (Date)

This is to inform you that the rental facility known as may be converted to a condominium regime in accordance with the Maryland Condominium Act. You may be required to move out of your residence after 180 days have passed from the date of this notice, or in other words, after

..... (Date).

Section 1

Rights that apply to all tenants

If you are a tenant in this rental facility and you have not already given notice that you intend to move, you have the following rights, provided you have previously paid your rent and continue to pay your rent and abide by the other conditions of your lease.

(1) You may remain in your residence on the same rent, terms, and conditions of your existing lease until either the end of your lease term or until (Date) (the end of the 180-day period), whichever is later. If your lease term ends during the 180-day period, it will be extended on the same rent, terms, and conditions until (Date) (the end of the 180-day period). In addition, certain households may be entitled to extend their leases beyond the 180 days as described in Section 2.

(2) You have the right to purchase your residence before it can be sold publicly. A purchase offer describing your right to purchase is required to be included with this notice. If a purchase offer is not included with this notice, the 180-day period that you may remain in your residence does not begin until you receive the purchase offer.

(3) If you do not choose to purchase your unit, and the annual income for all present members of your household did not exceed (the applicable income eligibility figure or figures for the appropriate area) for 20...., you are entitled to receive \$375 when you move out of your residence. You are also entitled to be reimbursed for moving expenses as defined in the Maryland Condominium Act over \$375 up to \$750 which are actually and reasonably incurred. If the annual income for all present members of your household did exceed (the applicable income eligibility figure or figures for the appropriate area) for 20...., you are entitled to be reimbursed up to \$750 for moving expenses as defined in the Maryland Condominium Act actually and reasonably incurred. To receive reimbursement for moving expenses, you must make a written request, accompanied by reasonable evidence of your expenses, within 30 days after you move. You are entitled to be reimbursed within 30 days after your request has been received.

(4) If you want to move out of your residence before the end of the 180-day period or the end of your lease, you may cancel your lease without penalty by giving at least 30 days prior written notice. However, once you give notice of when you intend to move, you will not have the right to remain in your residence beyond that date.

Section 2

Right to 3-year lease extension or 3-month rent payment for certain individuals with disabilities and senior citizens

The developer who converts this rental facility to a condominium must offer extended leases to qualified households for up to 20 percent of the units in the rental facility. Households which receive extended leases will have the right to continue renting their residences for at least 3 years from the date of this notice. A household may cancel an extended lease by giving 3 months' written notice if more than 1 year remains on the lease, and 1 month's written notice if less than 1 year remains on the lease.

Rents under these extended leases may only be increased once a year and are limited by increases in the cost of living index. Read the enclosed lease to learn the additional rights and responsibilities of tenants under extended leases.

In determining whether your household qualifies for an extended lease, the following definitions apply:

(1) (i) "Disability" means:

1. A physical or mental impairment that substantially limits one or more of an individual's major life activities; or
2. A record of having a physical or mental impairment that substantially limits one or more of an individual's major life activities.

(ii) "Disability" does not include the current illegal use of or addiction to:

1. A controlled dangerous substance as defined in § 5-101 of the Criminal Law Article; or
2. A controlled substance as defined in 21 U.S.C. § 802.

(2) "Senior citizen" means a person who is at least 62 years old on the date of this notice.

(3) "Annual income" means the total income from all sources for all present members of your household for the income tax year immediately preceding the year in which this notice is issued but shall not include unreimbursed medical expenses if the tenant provides reasonable evidence of the unreimbursed medical expenses or consents in writing to authorize disclosure of relevant information regarding medical expense reimbursement at the time of applying for an extended lease. "Total income" means the same as "gross income" as defined in § 9-104(a)(7) of the Tax - Property Article.

(4) "Unreimbursed medical expenses" means the cost of medical expenses not otherwise paid for by insurance or some other third party, including medical and hospital insurance premiums, co-payments, and deductibles; Medicare A and B premiums; prescription medications; dental care; vision care; and nursing care provided at home or in a nursing home or home for the aged.

To qualify for an extended lease you must meet all of the following criteria:

(1) A member of the household must be a an individual with a disability or a senior citizen and must be living in your unit as of the date of this notice and must have been a member of your household for at least 12 months preceding the date of this notice; and

(2) Annual income for all present members of your household must not have exceeded (the applicable income eligibility figure or figures for the appropriate area) for 20.....; and

(3) You must be current in your rental payments and otherwise in good standing under your existing lease.

If you meet all of these qualifications and desire an extended lease, then you must complete the enclosed form and execute the enclosed lease and return them. The completed form and executed lease must be received at the office listed below within 60 days of the date of this notice, or in other words, by (Date). If your completed form and executed lease are not received within that time, you will not be entitled to an extended lease.

If the number of qualified households requesting extended leases exceeds the 20 percent limitation, priority will be given to qualified households who have lived in the rental facility for the longest time.

Due to the 20 percent limitation your application for an extended lease must be processed prior to your lease becoming final. Your lease will become final if it is determined that your household is qualified and falls within the 20 percent limitation.

If you return the enclosed form and lease by (Date) you will be notified within 75 days of the date of this notice, or in other words, by (Date), whether you are qualified and whether your household falls within the 20 percent limitation.

You may apply for an extended lease and, at the same time, choose to purchase your unit. If you apply for and receive an extended lease, your purchase contract will be void. If you do not receive an extended lease, your purchase contract will be effective and you will be obligated to buy your unit.

If you qualify for an extended lease, but due to the 20 percent limitation, your lease is not finalized, the developer must pay you an amount equal to 3 months rent within 15 days after you move. You are also entitled to up to \$750 reimbursement for your moving expenses, as described in Section 1.

If you qualify for an extended lease, but do not want one, you are also entitled to both the moving expense reimbursement previously described, and the payment equal to 3 months' rent. In order to receive the 3 month rent payment, you must complete and return the enclosed form within 60 days of the date of this notice or by (Date), but you should not execute the enclosed lease.

All application forms, executed leases, and moving expense requests should be addressed or delivered to:

.....
.....
..... "

(g) *Affirmation of developer.* — A declaration may not be received for record unless there is attached thereto an affirmation of the developer in substantially the following form:

"I hereby affirm under penalty of perjury that the notice requirements of § 11-102.1 of the Real Property Article, if applicable, have been fulfilled.

Developer

By"

(h) *Failure to give notice is defense.* — Failure of a landlord or owner to give notice as required by this section is a defense to an action for possession.

(i) *Effect on condominium regime appropriately established.* — Failure to fulfill the provisions of this section does not affect the validity of a condominium regime otherwise established in accordance with the provisions of this title.

(j) *Applicability to non-renewing tenant.* — This section does not apply to any tenant whose lease term expires during the 180-day period and who has given notice of his intent not to renew the lease prior to the giving of the notice required by subsection (a) of this section.

(k) *Waiver of rights; month-to-month tenant.* — (1) A tenant may not waive his rights under this section except as provided under § 11-137 of this title.

(2) At the expiration of the 180-day period a tenant shall become a tenant from month-to-month subject to the same rent, terms, and conditions as those existing at the giving of the notice required by subsection (a) of this section, if the tenant's initial lease has expired and the tenant has not:

(i) Entered into a new lease;

(ii) Vacated under subsection (e) of this section; or

(iii) Been notified in accordance with applicable law prior to the expiration of the 180-day period that he must vacate at the end of that period.

§ 11-102.2. TERMINATION OF LEASES.

(a) *Definition.* — In this section, “terminate” means:

(1) A giving of notice terminating a periodic tenancy of a dwelling within a residential rental facility; or

(2) The failure to renew or continue an existing lease for a dwelling in a residential rental facility upon its expiration.

(b) *Termination without notice prohibited.* — The owner of a residential facility may not terminate the lease of any tenant occupying any portion of the owner's residential facility in order to avoid such owner's obligation to give the tenant the notice required under § 11-102.1 of this title.

(c) *List of terminated leases required in application for registration.* — The application for registration for a residential rental facility under § 11-127 of this subtitle shall include, to the extent reasonably available, a list of all tenants whose leases were terminated during the 180-day period prior to the filing of the application for registration.

(d) *Rejection of application for violation.* — After an agency hearing, if the Secretary of State determines that an owner has violated subsection (b) of this section within 180 days prior to filing an application for registration, the Secretary of State shall reject the application for registration filed by the owner.

(e) *Revocation of application for violation.* — After a public offering statement has been registered, if the Secretary of State determines that an owner has violated subsection (b) of this section during the 12-month period prior to the time units are offered for sale, the Secretary of State shall revoke the registration.

(f) *Determination of violation.* — In determining whether an owner has violated subsection (b) of this section, the Secretary of State shall consider:

(1) (i) Whether the termination was due to the nonpayment of rent;

(ii) Whether the termination was due to a breach of the lease; or

(iii) Whether the owner intended at the time of termination to convert the residential facility to a condominium; and

(2) Any other factors as the Secretary of State deems appropriate.

(g) *Correction of violation.* — If an application for registration is rejected by the Secretary State pursuant to subsection (d) of this section, or if a registration is revoked by the Secretary of State pursuant to subsection (e) of this section, the Secretary of State may not accept the application or reinstate the registration unless and until the owner has tendered to every tenant whose lease was terminated in violation of subsection (a) of this section an award for reasonable expenses.

§ 11-103. DECLARATION.

(a) *Required particulars.* — The declaration shall express at least the following particulars:

(1) The name by which the condominium is to be identified, which name shall include the word “condominium” or be followed by the phrase “a condominium”.

(2) A description of the condominium sufficient to identify it with reasonable certainty together with a statement of the owner’s intent to subject the property to the condominium regime established under this title.

(3) A general description of each unit, including its perimeters, location, and any other data sufficient to identify it with reasonable certainty. As to condominiums created on or after July 1, 1981, except as provided by the declaration or the plat and subject to paragraph (4)(ii) of this subsection:

(i) If walls, floors, or ceilings are designated boundaries of a unit, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors, or ceilings are a part of the common elements.

(ii) If any chute, flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a part of that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements.

(iii) Subject to the provisions of subparagraph (ii) of this paragraph, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of the unit.

(iv) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit’s boundaries, are limited common elements allocated exclusively to that unit.

(4) (i) A general description of the common elements together with a designation of those portions of the common elements that are limited common elements and the unit to which the use of each is restricted initially.

(ii) 1. A. This subparagraph applies to any condominium for which a declaration, bylaws, and plat are recorded in the land records of the county where the property is located on or after October 1, 2010.

B. This subparagraph does not apply to a condominium that is occupied and used solely for nonresidential purposes.

2. The description of the common elements shall include the following improvements to the extent that the improvements are shared by or serve more than one unit or serve any portion of the common elements:

- A. Roofs;
- B. Foundations;
- C. External and supporting walls;
- D. Mechanical, electrical, and plumbing systems; and
- E. Other structural elements.

3. With the exception of corrective amendments necessary to comply with subsubparagraph 2 of this subparagraph, the description and designation of the common elements required under subsubparagraph 2 of this subparagraph may not be amended until after the date on which the unit owners, other than the developer and its affiliates, first elect a controlling majority of the members of the board of directors for the council of unit owners.

(5) The percentage interests appurtenant to each unit as provided in § 11-107 of this title.

(6) The number of votes at meetings of the council of unit owners appurtenant to each unit.

(b) *Reference to plat.* — The information required by subsection (a)(2) through (4) of this section may be incorporated in the declaration by reference to the condominium plat.

(c) *Amendments or orders of reformation.* — (1) Except for a corrective amendment under § 11-103.1 of this title or as provided in paragraph (2) of this subsection or subsection (d) of this section, the declaration may be amended only with the written consent of 80 percent of the unit owners listed on the current roster. Amendments under this section are subject to the following limitations:

(i) Except to the extent expressly permitted or expressly required by other provisions of this title, an amendment to the declaration may not change 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 in the council of unit owners of any unit without the written consent of every unit owner and mortgagee.

(ii) An amendment to the declaration may not modify in any way rights expressly reserved for the benefit of the developer or provisions required by any governmental authority or for the benefit of any public utility.

(iii) Except to the extent expressly permitted by the declaration, an amendment to the declaration may not change residential units to nonresidential units or change nonresidential units to residential units without the written consent of every unit owner and mortgagee.

(iv) Except as otherwise expressly permitted by this title and by the declaration, an amendment to the declaration may not redesignate general common elements as limited common elements without the written consent of every unit owner and mortgagee.

(v) No provision of this title shall be construed in derogation of any requirement in the declaration or bylaws that all or a specified number of the mortgagees of the condominium units approve specified actions contemplated by the council of unit owners.

(2) (i) The council of unit owners may petition the circuit court in equity for the county in which the condominium is located to correct:

1. An improper description of the units or common elements; or
2. An improper assignment of the percentage interests in the common elements, common expenses, and common profits.

(ii) The petition may be brought only if:

1. The unit owners, at a special meeting called for that purpose, vote to petition the court to correct a specific error by a vote of at least $66 \frac{2}{3}$ percent of the unit owners present and voting at a properly convened meeting;
2. The council of unit owners gives notice of the special meeting to each mortgagee of record for the condominium; and
3. An opportunity is provided for the mortgagees to speak at the special meeting upon written request to the council of unit owners.

(iii) The court may reform the declaration to correct the error or omission as the court considers appropriate, if:

1. The council of unit owners gives notice of the filing of the petition to each mortgagee and unit owner within 15 days of filing;
2. The council of unit owners files an affidavit with the court stating that the conditions of subparagraph (ii) of this paragraph have been met;
3. The council of unit owners proves, by a preponderance of the evidence, that there is an error or omission as provided in subparagraph (i) of this paragraph;
4. Any mortgagee with an interest in the condominium is permitted to intervene in the proceedings upon filing a motion to intervene as provided in the Maryland Rules;
5. The reformation does not substantially impair the property rights of any unit owner or mortgagee; and
6. The court issues an order of reformation.

(iv) A final order of reformation may be appealed by any party within 30 days of its issuance. An order of reformation may not be recorded until the appeal period has lapsed or all appeals have been completed.

(3) An amendment or order of reformation becomes effective on recordation in the same manner as the declaration. If the condominium is registered with the Secretary of State, the council of unit owners shall file a copy of the order of reformation with the Secretary of State within 15 days of recordation.

(d) *Suspension of use of common elements.* — (1) (i) A declaration may provide for the suspension of the use of parking or recreational facility common elements by a unit owner that is more than 60 days in arrears in the payment of any assessment due to the condominium.

(ii) If a declaration contains a suspension provision authorized under subparagraph (i) of this paragraph, the declaration shall state that a suspension of the use of common elements may not be implemented until the council of unit owners:

1. Mails to the unit owner a demand letter specifying a time period of at least 10 days within which the unit owner may pay the delinquent assessment or request a hearing to contest the suspension; and

2. If a unit owner requests a hearing to contest a suspension, provides notice and holds a hearing in accordance with § 11-113(b)(2) and (3) of this subtitle.

(2) Notwithstanding the provisions of the declaration or bylaws, the council of unit owners may amend the declaration to add or repeal a suspension provision authorized under paragraph (1)(i) of this subsection by the affirmative vote of at least 60% of the total eligible voters of the condominium under the voting procedures contained in the declaration or the bylaws.

§ 11-103.1. CORRECTIVE AMENDMENTS.

(a) *In general.* — Unless the declaration or bylaws provide otherwise and subject to subsections (b) and (c) of this section, the council of unit owners or the board of directors may execute and record an amendment to the declaration, bylaws, or plat, to correct:

(1) A typographical error or other error in the percentage interests or number of votes appurtenant to any unit;

(2) A typographical error or other incorrect reference to another prior recorded document; or

(3) A typographical error or other incorrect unit designation or assignment of limited common elements if the affected unit owners and their mortgagees consent in writing to the amendment, and the consent documents are recorded with the amendment.

(b) *Supporting documents.* — If a council of unit owners or board of directors executes and records an amendment under subsection (a) of this section, the council or board shall also record with the amendment:

(1) During the time that the developer has an interest:

(i) The consent of the developer; or

(ii) An affidavit by the council or board that any developer who has an interest in the condominium has been provided a copy of the amendment and a notice that the developer may object in writing to the amendment within 30 days of receipt of the amendment and notice, that 30 days have passed since delivery of the amendment and notice, and that the developer has made no written objection; and

(2) An affidavit by the council or board that at least 30 days before recordation of the amendment a copy of the amendment was sent by first class mail to each unit owner at the last address on record with the council of unit owners.

(c) *Entitlement to record; effective date.* — An amendment under this section is entitled to be recorded and is effective upon recordation if accompanied by the supporting documents required by this section.

§ 11-104. BYLAWS.

(a) *Bylaws to govern administration.* — The administration of every condominium shall be governed by bylaws, which shall be recorded with the declaration. If the council of unit owners is incorporated, these bylaws shall be the bylaws of that corporation.

(b) *Contents.* —The bylaws shall express at least the following particulars:

(1) The form of administration, indicating whether the council of unit owners shall be incorporated or unincorporated, and whether, and to what extent, the duties of the council of unit owners maybe delegated to a board of directors, manager, or otherwise, and specifying the powers, manner of selection, and removal of them;

(2) The mailing address of the council of unit owners;

(3) The method of calling the unit owners to assemble; the attendance necessary to constitute a quorum at any meeting of the council of unit owners; the manner of notifying the unit owners of any proposed meeting; who presides at the meetings of the council of unit owners, who keeps the minute book for recording the resolutions of the council of unit owners, and who counts votes at meetings of the council of unit owners; and

(4) The manner of assessing against and collecting from unit owners their respective shares of the common expenses.

(c) *Permissible additional provisions.* — The bylaws also may contain any other provision regarding the management and operation of the condominium including any restriction on or requirement respecting the use and maintenance of the units and the common elements.

(d) *Prohibiting voting by certain unit owners.* — The bylaws may contain a provision prohibiting any unit owner from voting at a meeting of the council of unit owners if the council of unit owners has recorded a statement of condominium lien on his unit and the amount necessary to release the lien has not been paid at the time of the meeting.

(e) *Amendments.* — (1) A corrective amendment to the bylaws may be made in accordance with § 11-103.1 of this title, or as provided in paragraph (2) of this subsection.

(2) (i) Except as provided in subparagraph (ii) of this paragraph, the bylaws may be amended by the affirmative vote of unit owners as provided under paragraph (6) of this subsection.

(ii) The bylaws may be amended by the affirmative vote of unit owners having at least 51% of the votes in the council of unit owners for the purpose of requiring all unit owners to maintain condominium unit owner insurance policies on their units.

(3) (i) Except as provided in paragraph (4) of this subsection, if the declaration or bylaws contain a provision requiring any action on the part of the holder of a mortgage or deed of trust on a unit in order to amend the bylaws, that provision shall be deemed satisfied if the procedures under this paragraph are satisfied.

(ii) If the declaration or bylaws contain a provision described in subparagraph (i) of this paragraph, the council of unit owners shall cause to be delivered to each holder of a mortgage or deed of trust entitled to notice, a copy of the proposed amendment to the bylaws.

(iii) If a holder of the mortgage or deed of trust that receives the proposed amendment fails to object, in writing, to the proposed amendment within 60 days from the date of actual receipt of the proposed amendment, the holder shall be deemed to have consented to the adoption of the amendment.

(4) Paragraph (3) of this subsection does not apply to amendments that:

(i) Alter the priority of the lien of the mortgage or deed of trust;

(ii) Materially impair or affect the unit as collateral; or

(iii) Materially impair or affect the right of the holder of the mortgage or deed of trust to exercise any rights under the mortgage, deed of trust, or applicable law.

(5) Each particular set forth in subsection (b) of this section shall be expressed in the bylaws as amended. An amendment under paragraph (2) of this subsection shall be entitled to be recorded if accompanied by a certificate of the person specified in the bylaws to count votes at the meeting of the council of unit owners that the amendment was approved by unit owners having the required percentage of the votes and shall be effective on recordation. This certificate shall be conclusive evidence of approval.

(6) (i) In this paragraph, "in good standing" means not being more than 90 days in arrears in the payment of any assessment or charge due to the condominium.

(ii) Notwithstanding the provisions of the bylaws, the council of unit owners may amend the bylaws by the affirmative vote of unit owners in good standing having at least 60% of the votes in the council, or by a lower percentage if required in the bylaws.

§ 11-105. CONDOMINIUM PLAT.

(a) *To be filed for record.* — When the declaration and bylaws are recorded, the developer shall record a condominium plat.

(b) *Required particulars.* — The condominium plat may consist of one or more sheets and shall contain at least the following particulars:

(1) The name of the condominium;

(2) A boundary survey of the property described in the declaration showing the location of all buildings on the property and the physical markings at the corners of the property;

(3) Diagrammatic floor plans of each building on the property which show the measured dimensions, floor area, and location of each unit in it. Common elements shall be shown diagrammatically to the extent feasible; and

(4) The elevation, or average elevation in case of minor variances, above sea level, or from a fixed known point, of the upper and lower boundaries of each unit delineated on the condominium plat.

(c) *Designation of units.* — Each unit shall be designated on the condominium plat by a letter or number, or a combination of them, or other appropriate designation.

(d) *Surveyor's certificate.* — A condominium plat or any amendment to a condominium plat is sufficient for the purposes of this title if there is attached to, or included in it, a certificate of a professional land surveyor or property line surveyor authorized to practice in the State that:

(1) The plat, together with the applicable wording of the declaration, is a correct representation of the condominium described; and

(2) The identification and location of each unit and the common elements, as constructed, can be determined from them.

(e) *Amendments or orders of reformation.* — (1) Except as provided in paragraph (2) of this subsection or otherwise provided in this title, the condominium plat may be amended in the same manner and to the same extent as the declaration under § 11-103(c)(1) of this title.

(2) (i) The council of unit owners may petition the circuit court in equity for the county in which the condominium is located to correct an improper description of the units or common elements.

(ii) The petition may be brought only if:

1. The unit owners, at a special meeting called for that purpose, vote to petition the court to correct a specific error by a vote of at least 66 2/3 percent of the unit owners present and voting at a properly convened meeting;

2. The council of unit owners gives notice of the special meeting to each mortgagee of record for the condominium; and

3. An opportunity is provided for the mortgagees to speak at the special meeting upon written request to the council of unit owners.

(iii) The court may reform the condominium plat to correct the error or omission as the court considers appropriate, if:

1. The council of unit owners gives notice of the filing of the petition to each mortgagee and unit owner within 15 days of filing;

2. The council of unit owners files an affidavit with the court stating that the conditions of subparagraph (ii) of this paragraph have been met;

3. The council of unit owners proves, by a preponderance of the evidence, that there is an error or omission as provided in subparagraph (i) of this paragraph;

4. Any mortgagee with an interest in the condominium is permitted to intervene in the proceedings upon filing a motion to intervene as provided in the Maryland Rules;

5. The reformation does not substantially impair the property rights of any unit owner or mortgagee; and

6. The court issues an order of reformation.

(iv) A final order of reformation may be appealed by any party within 30 days of its issuance. An order of reformation may not be recorded until the appeal period has lapsed or all appeals have been completed.

(3) An amendment or order of reformation becomes effective upon recordation in the same manner as the condominium plat. If the condominium is registered with the Secretary of State, the council of unit owners shall file a copy of the reformation amendment with the Secretary of State within 15 days of recordation.

§ 11-106. STATUS AND DESCRIPTION OF UNITS.

(a) *Incidents of real property.* — Each unit in a condominium has all of the incidents of real property.

(b) *Description of units.* — A description in any deed or other instrument affecting title to any unit which makes reference to the letter or number or other appropriate designation on the condominium plat together with a reference to the plat shall be a good and sufficient description for all purposes.

§ 11-107. PERCENTAGE INTERESTS.

(a) *Undivided percentage interest in common elements.* — Each unit owner shall own an undivided percentage interest in the common elements equal to that set forth in the declaration. Except as specifically provided in this title, the common elements shall remain undivided. Except as provided in this title, no unit owner, nor any other person, may bring a suit for partition of the common elements, and any covenant or provision in any declaration, bylaws, or other instrument to the contrary is void.

(b) *Percentage interest in common expenses and common profits.* — Each unit owner shall have a percentage interest in the common expenses and common profits equal to that set forth in the declaration.

(c) *Change in percentage interest.* — The percentage interest provided in subsections (a) and (b) of this section may be identical or may vary. The percentage interests shall have a permanent character and, except as specifically provided by this title, may not be changed without the written consent of all of the unit owners and their mortgagees. Any change shall be evidenced by an amendment to the declaration, recorded among the appropriate land records. The percentage interests may not be separated from the unit to which they appertain. Any instrument, matter, circumstance, action, occurrence, or proceeding in any manner affecting a unit also shall affect, in like manner, the percentage interests appurtenant to the unit.

(d) *Grant of part of unit; subdividing unit; consolidating units.* — (1) Notwithstanding any other provision of this title, but subject to any provision in the declaration or bylaws, a unit owner may:

(i) Grant by deed part of a unit and incorporate it as part of another unit if a portion of the percentage interests of the grantor is granted to the grantee and the grant is evidenced by an amendment to the declaration specifically describing the part granted, the percentage interests reallocated and the new percentage interest of the grantor and the grantee; and

(ii) Subdivide his unit into 2 or more units if the original percentage interests and votes appurtenant to the original unit are allocated to the resulting units and the subdivision is evidenced by an amendment to the declaration describing the resulting units and the percentage interests and votes allocated to each unit.

(2) When appropriate, a plat may be attached to the amendment. The transfer or subdivision may be made without the consent of all of the unit owners if the amendment to the declaration is executed by the unit owners and mortgagees of the units involved and by the council of unit owners or its authorized designee.

(3) If the unit owner of 2 or more adjacent units or the unit owner of a unit and an adjacent part of another unit transferred in accordance with this subsection desires to consolidate them, the council of unit owners or its authorized designee may authorize the unit owner to remove all or part of any walls separating the units or portions of them if the removal does not violate any applicable statute or regulation.

§ 11-108. USE OF COMMON ELEMENTS.

(a) *In general.* — Subject to the provisions of subsection (c) of this section, the common elements may be used only for the purposes for which they were intended and, except as provided in the declaration, the common elements shall be subject to mutual rights of support, access, use, and enjoyment by all unit owners. However, subject to the provisions of subsection (b) of this section, any portion of the common elements designated as limited common elements shall be used only by the unit owner of the unit to which their use is limited in the declaration or condominium plat.

(b) *Use of limited common elements.* — Any unit owner or any group of unit owners of units to which the use of any limited common element is exclusively restricted may grant by deed the exclusive use, or the joint use in common with one or more of the grantors, of the limited common elements to any one or more unit owners. A copy of the deed shall be furnished to the council of unit owners.

(c) *Meetings by unit owners.* — (1) This subsection does not apply to any meetings of unit owners occurring at any time before the unit owners elect officers or a board of directors in accordance with § 11-109(c)(16) of this title.

(2) Subject to reasonable rules adopted by the governing body under § 11-111 of this title, unit owners may meet for the purpose of considering and discussing the operation of and matters relating to the operation of the condominium in any common elements or in any building or facility in the common elements that the governing body of the condominium uses for scheduled meetings.

(d) (1) Notwithstanding any bylaw, provision of a condominium plat, rule, or other provision of law, the governing body of a condominium or, if control of the governing body has not yet transitioned to the unit owners, the developer shall give notice in accordance with paragraph (2) of this subsection no less than 30 days before the sale, including a tax sale, of any common element located on property that has been transferred to the condominium.

(2) The notice requirement under paragraph (1) of this subsection shall be satisfied by:

(i) Providing written notice about the sale to each unit owner; or

(ii) 1. Posting a sign about the sale on the property to be sold, in a manner similar to signage required for a zoning modification; and

2. If the condominium has a web site, providing notice about the sale on the home page of the web site of the condominium.

§ 11-108.1. RESPONSIBILITY FOR MAINTENANCE, REPAIR, AND REPLACEMENT.

Except to the extent otherwise provided by the declaration or bylaws, the council of unit owners is responsible for maintenance, repair, and replacement of the common elements, and each unit owner is responsible for maintenance, repair, and replacement of his unit.

§ 11-109. COUNCIL OF UNIT OWNERS.

(a) *Legal entity; composition.* — The affairs of the condominium shall be governed by a council of unit owners which, even if unincorporated, is constituted a legal entity for all purposes. The council of unit owners shall be comprised of all unit owners.

(b) *Delegation of powers.* — The bylaws may authorize or provide for the delegation of any power of the council of unit owners to a board of directors, officers, managing agent, or other person for the purpose of carrying out the responsibilities of the council of unit owners.

(c) *Meeting of council of unit owners or board of directors — Notice, quorum and procedural requirements.* —

(1) A meeting of the council of unit owners or board of directors may not be held on less notice than required by this section.

(2) The council of unit owners shall maintain a current roster of names and addresses of each unit owner to which notice of meetings of the board of directors shall be sent at least annually.

(3) Each unit owner shall furnish the council of unit owners with his name and current mailing address. A unit owner may not vote at meetings of the council of unit owners until this information is furnished.

(4) A regular or special meeting of the council of unit owners may not be held on less than 10 nor more than 90 days':

(i) Written notice delivered or mailed to each unit owner at the address shown on the roster on the date of the notice; or

(ii) Notice sent to each unit owner by electronic transmission, if the requirements of § 11-139.1 of this title are met.

(5) Notice of special meetings of the board of directors shall be given:

(i) As provided in the bylaws; or

(ii) If the requirements of § 11-139.1 of this title are met, by electronic transmission.

(6) Except as provided in § 11-109.1 of this title, a meeting of a governing body shall be open and held at a time and location as provided in the notice or bylaws.

(7) (i) This paragraph does not apply to any meeting of the governing body that occurs at any time before the meeting at which the unit owners elect officers or a board of directors in accordance with paragraph (16) of this subsection.

(ii) Subject to subparagraph (iii) of this paragraph and to reasonable rules adopted by the governing body under § 11-111 of this title, a governing body shall provide a designated period of time during a meeting to allow unit owners an opportunity to comment on any matter relating to the condominium.

(iii) During a meeting at which the agenda is limited to specific topics or at a special meeting, the unit owners' comments may be limited to the topics listed on the meeting agenda.

(iv) The governing body shall convene at least one meeting each year at which the agenda is open to any matter relating to the condominium.

(8) (i) Unless the bylaws provide otherwise, a quorum is deemed present throughout any meeting of the council of unit owners if persons entitled to cast 25 percent of the total number of votes appurtenant to all units are present in person or by proxy.

(ii) If the number of persons present in person or by proxy at a properly called meeting of the council of unit owners is insufficient to constitute a quorum, another meeting of the council of unit owners may be called for the same purpose if:

1. The notice of the meeting stated that the procedure authorized by this paragraph might be invoked; and

2. By majority vote, the unit owners present in person or by proxy call for the additional meeting.

(iii) 1. Fifteen days' notice of the time, place, and purpose of the additional meeting shall be delivered, mailed, or sent by electronic transmission if the requirements of § 11-139.1 of this title are met, to each unit owner at the address shown on the roster maintained under paragraph (2) of this subsection.

2. The notice shall contain the quorum and voting provisions of subparagraph (iv) of this paragraph.

(iv) 1. At the additional meeting, the unit owners present in person or by proxy constitute a quorum.

2. Unless the bylaws provide otherwise, a majority of the unit owners present in person or by proxy:

A. May approve or authorize the proposed action at the additional meeting; and

B. May take any other action that could have been taken at the original meeting if a sufficient number of unit owners had been present.

(v) This paragraph may not be construed to affect the percentage of votes required to amend the declaration or bylaws or to take any other action required to be taken by a specified percentage of votes.

(9) At meetings of the council of unit owners each unit owner shall be entitled to cast the number of votes appurtenant to his unit. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a lessee or mortgagee.

(10) Any proxy may be revoked at any time at the pleasure of the unit owner or unit owners executing the proxy.

(11) A proxy who is not appointed to vote as directed by a unit owner may only be appointed for purposes of meeting quorums and to vote for matters of business before the council of unit owners, other than an election of officers and members of the board of directors.

(12) Only a unit owner voting in person or by electronic transmission if the requirements of § 11-139.2 of this title are met or a proxy voting for candidates designated by a unit owner may vote for officers and members of the board of directors.

(13) Unless otherwise provided in the bylaws, a unit owner may nominate himself or any other person to be an officer or member of the board of directors. A call for nominations shall be sent to all unit owners not less than 45 days before notice of an election is sent. Only nominations made at least 15 days before notice of an election shall be listed on the election ballot. Candidates shall be listed on the ballot in alphabetical order, with no indicated candidate preference. Nominations may be made from the floor at the meeting at which the election to the board is held.

(14) Election materials prepared with funds of the council of unit owners shall list candidates in alphabetical order and may not indicate a candidate preference.

(15) Unless otherwise provided in this title, and subject to provisions in the bylaws requiring a different majority, decisions of the council of unit owners shall be made on a majority of votes of the unit owners listed on the current roster present and voting.

(16) A meeting of the council of unit owners shall be held within 60 days from the date that units representing 50 percent of the votes in the condominium have been conveyed by the developer to the initial purchasers of units to elect officers or a board of directors for the council of unit owners, as provided in the condominium declaration or bylaws.

(d) *Council — Incorporation and powers.* — The council of unit owners may be either incorporated as a non-stock corporation or unincorporated and it is subject to those provisions of Title 5, Subtitle 2 of the Corporations and Associations Article which are not inconsistent with this title. The council of unit owners has, subject to any provision of this title, and except as provided in paragraph (22) of this subsection, the declaration, and bylaws, the following powers:

(1) To have perpetual existence, subject to the right of the unit owners to terminate the condominium regime as provided in § 11-123 of this title;

(2) To adopt and amend reasonable rules and regulations;

(3) To adopt and amend budgets for revenues, expenditures, and reserves and collect assessments for common expenses from unit owners;

(4) To sue and be sued, complain and defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more unit owners on matters affecting the condominium;

(5) To transact its business, carry on its operations and exercise the powers provided in this subsection in any state, territory, district, or possession of the United States and in any foreign country;

(6) To make contracts and guarantees, incur liabilities and borrow money, sell, mortgage, lease, pledge, exchange, convey, transfer, and otherwise dispose of any part of its property and assets;

(7) To issue bonds, notes, and other obligations and secure the same by mortgage or deed of trust of any part of its property, franchises, and income;

(8) To acquire by purchase or in any other manner, to take, receive, own, hold, use, employ, improve, and otherwise deal with any property, real or personal, or any interest therein, wherever located;

(9) To hire and terminate managing agents and other employees, agents, and independent contractors;

(10) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligation of corporations of the State, or foreign corporations, and of associations, partnerships, and individuals;

(11) To invest its funds and to lend money in any manner appropriate to enable it to carry on the operations or to fulfill the purposes named in the declaration or bylaws, and to take and to hold real and personal property as security for the payment of funds so invested or loaned;

- (12) To regulate the use, maintenance, repair, replacement, and modification of common elements;
 - (13) To cause additional improvements to be made as a part of the general common elements;
 - (14) To grant easements, rights-of-way, licenses, leases in excess of 1 year, or similar interests through or over the common elements in accordance with § 11-125(f) of this title;
 - (15) To impose and receive any payments, fees, or charges for the use, rental, or operation of the common elements other than limited common elements;
 - (16) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the declaration, bylaws, and rules and regulations of the council of unit owners, under § 11-113 of this title;
 - (17) To impose reasonable charges for the preparation and recordation of amendments to the declaration, bylaws, rules, regulations, or resolutions, resale certificates, or statements of unpaid assessments;
 - (18) To provide for the indemnification of and maintain liability insurance for officers, directors, and any managing agent or other employee charged with the operation or maintenance of the condominium;
 - (19) To enforce the implied warranties made to the council of unit owners by the developer under § 11-131 of this title;
 - (20) To enforce the provisions of this title, the declaration, bylaws, and rules and regulations of the council of unit owners against any unit owner or occupant;
 - (21) Generally, to exercise the powers set forth in this title and the declaration or bylaws and to do every other act not inconsistent with law, which may be appropriate to promote and attain the purposes set forth in this title, the declaration or bylaws; and
 - (22) To designate parking for individuals with disabilities, notwithstanding any provision in the declaration, bylaws, or rules and regulations.
- (e) *Unit owner's interest in council's property.* — A unit owner may not have any right, title, or interest in any property owned by the council of unit owners other than as holder of a percentage interest in common expenses and common profits appurtenant to his unit.
- (f) *Unit owner's rights as holder of percentage interest.* — A unit owner's rights as holder of a percentage interest in common expenses and common profits are such that:
- (1) A unit owner's right to possess, use, or enjoy property of the council of unit owners shall be as provided in the bylaws; and
 - (2) A unit owner's interest in the property is not assignable or attachable separate from his unit except as provided in §§ 11-107(d) and 11-112(g) of this title.

§ 11-109.1. CLOSED MEETINGS OF BOARD OF DIRECTORS

- (a) *Permitted for certain enumerated purposes.* — A meeting of the board of directors may be held in closed session only for the following purposes:
- (1) Discussion of matters pertaining to employees and personnel;
 - (2) Protection of the privacy or reputation of individuals in matters not related to the council of unit owners' business;
 - (3) Consultation with legal counsel on legal matters;
 - (4) Consultation with staff personnel, consultants, attorneys, board members, or other persons in connection with pending or potential litigation or other legal matters;
 - (5) Investigative proceedings concerning possible or actual criminal misconduct;
 - (6) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the council of unit owners;

(7) Complying with a specific constitutional, statutory, or judicially imposed requirement protecting particular proceedings or matters from public disclosure; or.

(8) Discussion of individual owner assessment accounts.

(b) *Scope of permissible action limited; inclusion of certain statements, records, and authority required in minutes.* — If a meeting is held in closed session under subsection (a) of this section:

(1) An action may not be taken and a matter may not be discussed if it is not permitted by subsection (a) of this section; and

(2) A statement of the time, place, and purpose of any closed meeting, the record of the vote of each board member by which any meeting was closed, and the authority under this section for closing any meeting shall be included in the minutes of the next meeting of the board of directors.

§ 11-109.2. ANNUAL PROPOSED BUDGET.

(a) *Preparation and submission.* — The council of unit owners shall cause to be prepared and submitted to the unit owners an annual proposed budget at least 30 days before its adoption.

(b) *Items required to be included.* — The annual budget shall provide for at least the following items:

(1) Income;

(2) Administration;

(3) Maintenance;

(4) Utilities;

(5) General expenses;

(6) Reserves; and

(7) Capital items.

(c) *Adoption.* — The budget shall be adopted at an open meeting of the council of unit owners or any other body to which the council of unit owners delegates responsibilities for preparing and adopting the budget.

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

(e) *Authority of council to obligate itself for certain expenditures unimpaired.* — The adoption of a budget shall not impair the authority of the council of unit owners to obligate the council of unit owners for expenditures for any purpose consistent with any provision of this title.

(f) *Applicability to condominiums occupied and used solely for nonresidential purposes.* — The provisions of this section do not apply to a condominium that is occupied and used solely for nonresidential purposes.

11-109.3. COURT APPOINTMENT OF RECEIVER

(a) *Receiver appointed if quorum fails.* — If the council of unit owners fails to fill vacancies on the board of directors sufficient to constitute a quorum in accordance with the bylaws, three or more unit owners may petition the circuit court for the county where the condominium is located to appoint a receiver to manage the affairs of the council of unit owners.

(b) *Notice required.* — (1) At least 30 days before petitioning the circuit court, the unit owners acting under the authority granted by subsection (a) of this section shall mail to the council of unit owners a notice describing the petition and the proposed action.

(2) The unit owners shall post a copy of the notice in a conspicuous place on the condominium property.

(c) *No quorum within notice period.* — If the council of unit owners fails to fill vacancies sufficient to constitute a quorum within the notice period, the unit owners may proceed with the petition.

(d) *Limitations on receiver.* — A receiver appointed by a court under this section may not reside in or own a unit in the condominium governed by the council of unit owners.

(e) *Powers and duties of receiver; length of service.* — (1) A receiver appointed under this section shall have all powers and duties of a duly constituted board of directors.

(2) The receiver shall serve until the council of unit owners fills vacancies on the board of directors sufficient to constitute a quorum.

(f) *Common expenses.* — The salary of the receiver, court costs, and reasonable attorney's fees are common expenses.

§ 11-110. COMMON EXPENSES AND PROFITS; ASSESSMENTS; LIENS.

(a) *Disposition of common profits.* — All common profits shall be disbursed to the unit owners, be credited to their assessments for common expenses in proportion to their percentage interests in common profits and common expenses, or be used for any other purpose as the council of unit owners decides.

(b) *Funds for payment of common expenses obtained by assessments.* — (1) Funds for the payment of current common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the unit owners in proportion to their percentage interests in common expenses and common profits.

(2) (i) Where provided in the declaration or the bylaws, charges for utility services may be assessed and collected on the basis of usage rather than on the basis of percentage interests.

(ii) If provided by the declaration, assessments for expenses related to maintenance of the limited common elements may be charged to the unit owner or owners who are given the exclusive right to use the limited common elements.

(iii) Assessments for charges under this paragraph may be enforced in the same manner as assessments for common expenses.

(c) *Liability for assessments.* — A unit owner shall be liable for all assessments, or installments thereof, coming due while he is the owner of a unit. In a voluntary grant the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the voluntary grant for which a statement of lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

(d) *Imposition of lien.* — (1) Payment of assessments, together with interest, late charges, if any, costs of collection and reasonable attorney's fees may be enforced by the imposition of a lien on a unit in accordance with the provisions of the Maryland Contract Lien Act.

(2) Suit for any deficiency following foreclosure may be maintained in the same proceeding, and suit to recover any money judgment for unpaid assessments may also be maintained in the same proceeding, without waiving the right to seek to impose a lien under the Maryland Contract Lien Act.

(e) *Interest on unpaid assessment; late charges; demand for payment of remaining annual assessment.* — (1) Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the council of unit owners, from the date when due until paid at the rate provided in the bylaws, not exceeding 18 percent per annum, and if no rate is provided, then at 18 percent per annum.

(2) The bylaws also may provide for a late charge of \$15 or one tenth of the total amount of any delinquent assessment or installment, whichever is greater, provided the charge may not be imposed more than once for the same delinquent payment and may only be imposed if the delinquency has continued for at least 15 calendar days.

(3) If the declaration or bylaws provide for an annual assessment payable in regular installments, the declaration or bylaws may further provide that if a unit owner fails to pay an installment when due, the council of unit owners may demand payment of the remaining annual assessment coming due within that fiscal year. A demand by the council is not enforceable unless the council, within 15 days of a unit owner's failure to pay an installment, notifies the unit owner that if the unit owner fails to pay the monthly installment within 15 days of the notice, full payment of the remaining annual assessment will then be due and shall constitute a lien on the unit as provided in this section.

(f) (1) This subsection does not limit or affect the priority of any lien, secured interest, or other encumbrance with priority that is held by or for the benefit of, purchased by, assigned to, or securing any indebtedness to:

- (i) The state or any county or municipal corporation in the state;
- (ii) Any unit of state government or the government of any county or municipal corporation in the state; or
- (iii) An instrumentality of the state or any county or municipal corporation in the state.

(2) In the case of a foreclosure of a mortgage or deed of trust on a unit in a condominium, a portion of the condominium's liens on the unit, as prescribed in paragraph (3) of this subsection, shall have priority over a claim of the holder of a first mortgage or a first deed of trust that is recorded against the unit on or after October 1, 2011.

(3) The portion of the condominium's liens that has priority under paragraph (2) of this subsection:

(i) Shall consist solely of not more than 4 months, or the equivalent of 4 months, of unpaid regular assessments for common expenses that are levied by the condominium in accordance with the requirements of the declaration or bylaws of the condominium;

(ii) May not include:

- 1. Interest;
- 2. Costs of collection;
- 3. Late charges;
- 4. Fines;
- 5. Attorney's fees;
- 6. Special assessments; or
- 7. Any other costs or sums due under the declaration or bylaws of the condominium or as provided under any contract, law, or court order; and

(iii) May not exceed a maximum of \$1,200.

(4) (i) Subject to subparagraph (ii) of this paragraph, at the request of the holder of a first mortgage or first deed of trust on a unit in a condominium, the governing body shall provide to the holder written information about the portion of any lien filed under the Maryland Contract Lien Act that has priority as prescribed under paragraph (3) of this subsection, including information that is sufficient to allow the holder to determine the basis for the portion of the lien that has priority.

(ii) At the time of making a request under subparagraph (i) of this paragraph, the holder shall provide the governing body of the condominium with the written contact information of the holder.

(iii) If the governing body of the condominium fails to provide written information to the holder under subparagraph (i) of this paragraph within 30 days after the filing of the statement of lien among the land records of each county in which the condominium is located, the portion of the condominium's liens does not have priority as prescribed under paragraph (2) of this subsection.

§ 11-111. RULES AND REGULATIONS

(a) *Adoption of rules; notice to owners.* — (1) The council of unit owners or the body delegated in the bylaws of a condominium to carry out the responsibilities of the council of unit owners may adopt rules for the condominium if:

(i) Each unit owner is mailed or delivered:

- (1) A copy of the proposed rule;
- (2) Notice that unit owners are permitted to submit written comments on the proposed rule; and
- (3) Notice of the proposed effective date of the proposed rule;

(ii) Subject to paragraph (2) of this subsection, before a vote is taken on the proposed rule, an open meeting is held to allow each unit owner or tenant to comment on the proposed rule; and

(iii) After notice has been given to unit owners as provided in this subsection, the proposed rule is passed at a regular or special meeting by a majority vote of those present and voting of the council of unit owners or the body delegated in the bylaws of the condominium to carry out the responsibilities of the council of unit owners.

(2) A meeting held under paragraph (1)(ii) of this subsection may not be held unless:

(i) Each unit owner receives written notice at least 15 days before the meeting; and

(ii). A quorum of the council of unit owners or the body delegated in the bylaws of the condominium to carry out the responsibilities of the council of unit owners is present.

(b) *When adopted rules not final; special meetings.* — (1) The vote on the proposed rule shall be final unless:

(i) Within 15 days after the vote, to adopt the proposed rule, 15 percent of the council of unit owners sign and file a petition with the body that voted to adopt the proposed rule, calling for a special meeting;

(ii) A quorum of the council of unit owners attends the meeting; and

(iii) At the meeting, 50 percent of the unit owners present and voting disapprove the proposed rule, and the unit owners voting to disapprove the proposed rule are more than 33 percent of the total votes in the condominium.

(2) During the special meetings held under paragraph (1) of this subsection, unit owners, tenants, and mortgagees may comment on the proposed rule.

(3) A special meeting held under paragraph (1) of this subsection shall be held:

- (i) After the unit owners and any mortgagees have at least 15 days' written notice of the meeting; and
- (ii) Within 30 days after the day on which the petition is received by the body.

(c) *Individual exceptions.* — (1) Each unit owner or tenant may request an individual exception to a rule adopted while the individual was the unit owner or tenant of the condominium.

(2) The request for an individual exception under paragraph (1) of this subsection shall be:

- (i) Written;
- (ii) Filed with the body that voted to adopt the proposed rule; and
- (iii) Filed within 30 days after the effective date of the rule.

(d) *General requirements and exceptions.* — (1) Each rule adopted under this section shall state that the rule was adopted under the provisions of this section.

(2) A rule may not be adopted under this section after July 1, 1984 if the rule is inconsistent with the condominium declaration or bylaws.

(3) This section does not apply to rules adopted before July 1, 1984.

§ 11-111.1. FAMILY DAY CARE HOMES.

(a) *Definitions.* — (1) In this section the following words have the meanings indicated.

(2) “Day care provider” means the adult who has primary responsibility for the operation of a family day care home.

(3) “Family day care home” means a unit registered under Title 5, Subtitle 5 of the Family Law Article.

(4) “No-impact home-based business” means a business that:

(i) Is consistent with the residential character of the dwelling unit;

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

(iii) 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

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

(b) *Applicability.* — (1) The provisions of this section relating to family day care homes do not apply to a condominium that is limited to housing for older persons, as defined under the federal Fair Housing Act.

(2) The provisions of this section relating to no-impact home-based businesses do not apply to a condominium that has adopted, prior to July 1, 1999, procedures in accordance with its covenants, declaration, or bylaws for the regulation or prohibition of no-impact home-based businesses.

(c) *Permitted activities.* — (1) Subject to the provisions of subsections (d) and (e)(1) of this section, a recorded covenant or restriction, a provision in a declaration, or a provision of the bylaws or rules of a condominium that prohibits or restricts commercial or business activity in general, but does not expressly apply to family day care homes or no-impact home-based businesses, may not be construed to prohibit or restrict:

(i) The establishment and operation of family day care home or no-impact home-based businesses; or

(ii) Use of the roads, sidewalks, and other common elements of the condominium by users of the family day care home.

(2) Subject to the provisions of subsections (d) and (e)(1) of this section, the operation of a family day care home or no-impact home-based business shall be:

(i) Considered a residential activity; and

(ii) A permitted activity.

(d) *Express prohibition.* — (1) (i) Subject to the provisions of paragraphs (2) and (3) of this subsection, a condominium may include in its declaration, bylaws, or rules and restrictions a provision expressly prohibiting the use of a unit as a family day care home or no-impact home-based business.

(ii) A provision described under subparagraph (i) of this paragraph expressly prohibiting the use of a unit as a family day care home or no-impact home-based business shall apply to an existing family day care home or no-impact home-based business in the condominium.

(2) A provision described under paragraph (1)(i) of this subsection expressly prohibiting the use of a unit as a family day care home or no-impact home-based business may not be enforced unless it is approved by a simple majority of the total eligible voters of the condominium under the voting procedures contained in the declaration or bylaws of the condominium.

(3) If a condominium includes in its declaration, bylaws, or rules and restrictions, a provision prohibiting the use of a unit as a family day care home or no-impact home-based business, it shall also include a provision stating that the prohibition may be eliminated and family day care homes or no-impact home-based businesses may be approved by a simple majority of the total eligible voters of the condominium under the voting procedures contained in the declaration or bylaws of the condominium.

(4) If a condominium includes in its declaration, bylaws, or rules and restrictions a provision expressly prohibiting the use of a unit as a family day care home or no-impact home-based business, the prohibition may be eliminated and family day care or no-impact home-based business activities may be permitted by the approval of a simple majority of the total eligible voters of the condominium under the voting procedures contained in the declaration or bylaws of the condominium.

(e) *Regulation of operation.* — A condominium may include in its declaration, bylaws, or rules and restriction a provision that:

(1) Regulates the number or percentage of family day care homes operating in the condominium, provided that the percentage of family day care homes permitted may not be less than 7.5 percent of the total units of the condominium;

(2) Requires day care providers to pay on a pro rata basis based on the total number of family day care homes operating in the condominium any increase in insurance costs of the condominium that are solely and directly attributable to the operation of family day care homes in the condominium; and

(3) Imposes a fee for use of common elements in a reasonable amount not to exceed \$50 per year on each family day care home or no-impact home-based business which is registered and operating in the condominium.

(f) *Notice.* — (1) If the condominium regulates the number or percentage of family day care homes under subsection (e)(1) of this section, in order to assure compliance with the regulation, the condominium may require residents to notify the condominium before opening a family day care home.

(2) The condominium may require residents to notify the condominium before opening a no-impact home-based business.

(g) *Liability insurance.* — (1) A day care provider in a condominium:

(i) Shall obtain the liability insurance described under §§ 19-106 and 19-202 of the Insurance Article in at least the minimum amount described under that statute; and

(ii) May not operate without the liability insurance described under item (i) of this paragraph.

(2) A condominium may not require a day care provider to obtain insurance in an amount greater than the minimum amount required under paragraph (1) of this subsection.

(h) *Restriction.* — A condominium may restrict or prohibit a no-impact home-based business in any common elements.

(i) *Section controlling.* — To the extent that this section is inconsistent with any other provision of this subtitle, this section shall take precedence over any inconsistent provision.

§ 11-111.2. RESTRICTIONS ON CANDIDATE SIGNS AND PROPOSITIONS.

(a) *Defined.* — In this section, “candidate sign” means a sign on behalf of a candidate for public office or a slate of candidates for public office.

(b) *Exceptions.* — Except as provided in subsection (c) of this section, a recorded covenant or restriction, a provision in a declaration, or a provision in the bylaws or rules of a condominium may not restrict or prohibit the display of:

(1) A candidate sign; or

(2) A sign that advertises the support or defeat of any question submitted to voters in accordance with the Election Law Article.

(c) *Restrictions.* — A recorded covenant or restriction, a provision in a declaration, or a provision in the bylaws or rules of a condominium may restrict the display of a candidate sign or a sign that advertises the support or defeat of any proposition:

(1) In the common elements;

(2) In accordance with provisions of federal, State, and local law; or

(3) If a limitation to the time period during which signs may be displayed is not specified by a law of the jurisdiction in which the condominium is located, to a time period not less than:

- (i) 30 days before the primary election, general election, or vote on the proposition; and
- (ii) 7 days after the primary election, general election, or vote on the proposition.

§ 11-111.3. DISTRIBUTION OF WRITTEN INFORMATION OR MATERIALS.

(a) *Applicability of section.* — This section does not apply to the distribution of information or materials at any time before the unit owners elect officers or a board of directors in accordance with § 11-109(c)(16) of this title.

(b) *Door-to-door distribution.* — In this section, the door-to-door distribution of any of the following information or materials may not be considered a distribution for purposes of determining the manner in which a governing body distributes information or materials under this section:

(1) Any information or materials reflecting the assessments imposed on unit owners in accordance with a recorded covenant, the declaration, bylaw, or rule of the condominium; and

(2) Any meeting notices of the governing body.

(c) *Distribution of written information or materials.* — Except for reasonable restrictions to the time of distribution, a recorded covenant or restriction, a provision in a declaration, or a provision of the bylaws or rules of a condominium may not restrict a unit owner from distributing written information or materials regarding the operation of or matters relating to the operation of the condominium in any manner or place that the governing body distributes written information or materials.

§ 11-112. EMINENT DOMAIN.

(a) *Meaning of "taking under the power of eminent domain".* — In this section, the term "taking under the power of eminent domain" includes any sale in settlement of any pending or threatened condemnation proceeding.

(b) *Allocation of award — Provisions in declaration or bylaws.* — The declaration or bylaws may provide for an allocation of any award for a taking under the power of eminent domain of all or a part of the condominium. The declaration or bylaws also may provide for (1) reapportionment or other change of the percentage interests appurtenant to each unit remaining after any taking; (2) the rebuilding, relocation, or restoration of any improvements so taken in whole or in part; and (3) the termination of the condominium regime following any taking.

(c) *Same — In absence of provisions in declaration or bylaws.* — Unless otherwise provided in the declaration or bylaws, any damages for a taking of all or part of a condominium shall be awarded as follows:

(1) Each unit owner shall be entitled to the entire award for the taking of all or part of his respective unit and for consequential damages to his unit.

(2) Any award for the taking of limited common elements shall be allocated to the unit owners of the units to which the use of those limited common elements is restricted in proportion to their respective percentage interests in the common elements.

(3) Any award for the taking of general common elements shall be allocated to all unit owners in proportion to their respective percentage interests in the common elements.

(d) *Reconstruction following taking.* — Unless otherwise provided in the declaration or bylaws, following the taking of a part of a condominium, the council of unit owners shall not be obligated to replace improvements taken but promptly shall undertake to restore the remaining improvements of the condominium to a safe and habitable condition. Any costs of such restoration shall be a common expense.

(e) *Adjustment of percentage interests following taking; effect of taking on votes appurtenant to unit.* — Unless provided in the declaration or bylaws, following the taking of all or a part of any unit, the percentage interests

appurtenant to the unit shall be adjusted in proportion as the amount of floor area of the unit so taken bears to the floor area of the unit prior to the taking. The council of unit owners promptly shall prepare and record an amendment to the declaration reflecting the new percentage interests appurtenant to the unit. Subject to subsection (g) of this section:

(1) Following the taking of part of a unit the votes appurtenant to that unit shall be appurtenant to the remainder of that unit; and

(2) Following the taking of all of a unit the right to vote appurtenant to the unit shall terminate.

(f) *Priority in distribution of damages for each unit.* — All damages for each unit shall be distributed in accordance with the priority of interests at law or in equity in each respective unit.

(g) *Taking not to include percentage interests or votes.* — Except to the extent specifically described in the condemnation declaration or grant in lieu thereof, a taking of all or part of a unit may not include any of the percentage interests or votes appurtenant to the unit.

§ 11-113. DISPUTE SETTLEMENT MECHANISM.

(a) *Application of section.* — Unless the declaration or bylaws state otherwise, the dispute settlement mechanism provided by this section is applicable to complaints or demands formally arising on or after January 1, 1982.

(b) *Procedure prior to imposition of sanction for rule violation.* — The council of unit owners or board of directors may not impose a fine, suspend voting, or infringe upon any other rights of a unit owner or other occupant for violations of rules until the following procedure is followed:

(1) Written demand to cease and desist from an alleged violation is served upon the alleged violator specifying:

(i) The alleged violation;

(ii) The action required to abate the violation; and

(iii) A time period, not less than 10 days, during which the violation may be abated without further sanction, if the violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(2) Within 12 months of the demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is violated subsequently, the board serves the alleged violator with written notice of a hearing to be held by the board in session. The notice shall contain:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time may be not less than 10 days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf; and

(iv) The proposed sanction to be imposed.

(3) A hearing occurs at which the alleged violator has the right to present evidence and present and cross-examine witnesses. The hearing shall be held in executive session pursuant to this notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. This proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered the notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(4) A decision pursuant to these procedures shall be appealable to the courts of Maryland.

(c) *Liability for damages; injunction.* — If any unit owner fails to comply with this title, the declaration, or bylaws, or a decision rendered pursuant to this section, the unit owner may be sued for damages caused by the

failure or for injunctive relief, or both, by the council of unit owners or by any other unit owner. The prevailing party in any such proceeding is entitled to an award for counsel fees as determined by court.

(d) *Effect of failure to enforce provisions.* — The failure of the council of unit owners to enforce a provision of this title, the declaration, or bylaws on any occasion is not a waiver of the right to enforce the provision on any other occasion.

§ 11-114. REQUIRED INSURANCE COVERAGE; RECONSTRUCTION.

(a) *Duty of council of unit owners to maintain property and liability insurance.* — Commencing not later than the time of the first conveyance of a unit to a person other than the developer, the council of unit owners shall maintain, to the extent reasonably available:

(1) Property insurance on the common elements and units, exclusive of improvements and betterments installed in units by unit owners, insuring against those risks of direct physical loss commonly insured against, in amounts determined by the council of unit owners but not less than any amounts specified in the declaration or bylaws; and

(2) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the council of unit owners, but not less than any amount specified in the declaration or bylaws, covering occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.

(b) *Other insurance.* — The council of unit owners shall give notice to all unit owners of the termination of any insurance policy within 10 days of termination. The declaration or bylaws may require the council of unit owners to carry any other insurance, and the council of unit owners in any event may carry any other insurance it deems appropriate to protect the council of unit owners or the unit owners.

(c) *Provisions of property and liability insurance policies.* — Insurance policies carried pursuant to subsection (a) of this section shall provide that:

(1) Each unit owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the common elements or membership in the council of unit owners;

(2) The insurer waives its right to subrogation under the policy against any unit owner of the condominium or members of his household;

(3) An act or omission by any unit owner, unless acting within the scope of his authority on behalf of the council of unit owners, does not void the policy and is not a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

(d) *Disbursements of proceeds of property policy.* — Any loss covered by the property policy under subsection (a)(1) of this section shall be adjusted with the council of unit owners, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the council of unit owners, and not to any mortgagee. The insurance trustee or the council of unit owners shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear. Subject to the provisions of subsection (g) of this section, the proceeds shall be disbursed first for the repair or restoration of the damaged common elements and units, and unit owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored, or the condominium is terminated.

(e) *Insurance for unit owner's benefit.* — An insurance policy issued to the council of unit owners does not prevent a unit owner from obtaining insurance for his own benefit.

(f) *Certificates or memoranda of insurance; notice prior to cancellation.* — (1) An insurer that has issued an insurance policy under this section shall issue certificates or memoranda of insurance to the council of unit owners and, upon request, to any unit owner, mortgagee, or beneficiary under a deed of trust.

(2) An insurer may cancel an insurance policy issued under this section in accordance with § 27-603 of the Insurance Article.

(g) *Repair or reconstruction.* — (1) Any portion of the condominium damaged or destroyed shall be repaired or replaced promptly by the council of unit owners unless:

- (i) The condominium is terminated;
- (ii) Repair or replacement would be illegal under any State or local health or safety statute or ordinance; or
- (iii) 80 percent of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild.

(2) (i) 1. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense.

2. A property insurance deductible is not a cost of repair or replacement in excess of insurance proceeds.

(ii) If the cause of any damage to or destruction of any portion of the condominium originates from the common elements, the council of unit owners' property insurance deductible is a common expense.

(iii) 1. If the cause of any damage to or destruction of any portion of the condominium originates from a unit, the owner of the unit where the cause of the damage or destruction originated is responsible for the council of unit owners' property insurance deductible not to exceed \$5,000.

2. The council of unit owners shall inform each unit owner annually in writing of:

A. The unit owner's responsibility for the council of unit owners' property insurance deductible; and

B. The amount of the deductible.

3. The council of unit owners' property insurance deductible amount exceeding the \$5,000 responsibility of the unit owner is a common expense.

(iv) In the same manner as provided under § 11-110 of this subtitle, the council of unit owners may make an annual assessment against the unit owner responsible under subparagraph (iii) of this paragraph.

(3) If the damaged or destroyed portion of the condominium is not repaired or replaced:

(i) The insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium;

(ii) The insurance proceeds attributable to units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were assigned; and

(iii) The remainder of the proceeds shall be distributed to all the unit owners in proportion to their percentage interest in the common elements.

(4) If the unit owners vote not to rebuild any unit, that unit's entire common element interest, votes in the council of unit owners, and common expense liability are automatically reallocated upon the vote as if the unit had been condemned under § 11-112 of this title, and the council of unit owners promptly shall prepare, execute, and record an amendment to the declaration reflecting the reallocations. Notwithstanding the provisions of this subsection, § 11-123 of this title governs the distribution of insurance proceeds if the condominium is terminated.

(h) *Inspection of insurance policies.* — The council of unit owners shall maintain and make available for inspection a copy of all insurance policies maintained by the council of unit owners.

(i) *Section inapplicable to condominium intended for nonresidential use.* — The provisions of this section do not apply to a condominium all of whose units are intended for nonresidential use.

§ 11-114.1. FIDELITY INSURANCE.

(a) *Fidelity insurance.* — In this section, "fidelity insurance" includes a fidelity bond.

(b) *Section not applicable to condominium.* — This section does not apply to a condominium:

- (1) That has four or fewer units; and

(2) For which 3 months' worth of gross annual assessments is less than \$2,500.

(c) *Purchase; requirements.* — (1) The council of unit owners or other governing body of a condominium shall purchase fidelity insurance not later than the time of the first conveyance of a unit to a person other than the developer and shall keep fidelity insurance in place for each year thereafter.

(2) The fidelity insurance required under paragraph (1) of this subsection shall provide for the indemnification of the condominium against loss resulting from acts or omissions arising from fraud, dishonesty, or criminal acts by:

(i) Any officer, director, managing agent, or other agent or employee charged with the operation or maintenance of the condominium who controls or disburses funds; and

(ii) Any management company employing a management agent or other employee charged with the operation or maintenance of the condominium who controls or disburses funds.

(d) *Copy included in books and records.* — A copy of the fidelity insurance policy or fidelity bond shall be included in the books and records kept and made available by the council of unit owners under § 11-116 of this title.

(e) *Amount.* — (1) The amount of the fidelity insurance required under subsection (c) of this section shall equal at least the lesser of:

(i) 3 months' worth of gross annual assessments and the total amount held in all investment accounts at the time the fidelity insurance is issued; or

(ii) \$3,000,000.

(2) The total liability of the insurance to all insured persons under the fidelity insurance may not exceed the sum of the fidelity insurance.

(f) *Dispute for failure to comply.* — If a unit owner believes that the council of unit owners or other governing body of a condominium has failed to comply with the requirements of this section, the aggrieved unit owner may submit the dispute to the Division of Consumer Protection of the Office of the Attorney General under § 11-130 of this title.

§ 11-114.2. UNIT OWNER INSURANCE POLICY

(a) The bylaws of a condominium may require each unit owner to maintain a condominium unit owner insurance policy on the unit.

(b) Bylaws that require each unit owner to maintain unit owner insurance also shall require each unit owner to provide evidence of the insurance coverage to the council of unit owners annually.

§ 11-115. IMPROVEMENTS, ALTERATIONS OR ADDITIONS BY UNIT OWNER.

Subject to the provisions of the declaration or bylaws and other provisions of law, a unit owner:

(1) May make any improvements or alterations to his unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium;

(2) May not alter, make additions to, or change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the condominium, without permission of the council of unit owners;

(3) After acquiring an adjoining unit or an adjoining part of an adjoining unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a common element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the condominium. However, prior approval shall be given by the council of unit owners or its authorized designee and an amendment to the declaration and plat(s) shall be filed among the land records of the county in which the condominium is located under the name of the condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

§ 11-116. BOOKS AND RECORDS TO BE KEPT; AUDIT; INSPECTION OF RECORDS.

(a) *Books and records to be kept.* — The council of unit owners shall keep books and records in accordance with good accounting practices on a consistent basis.

(b) *Audit.* — On the request of the unit owners of at least 5 percent of the units, the council of unit owners shall cause an audit of the books and records to be made by an independent certified public accountant, provided an audit shall be made not more than once in any consecutive 12-month period. The cost of the audit shall be a common expense.

(c) *Inspection of records.*— (1) (i) Except as provided in paragraph (3) of this subsection, all books and records, including insurance policies, kept by the council of unit owners shall be maintained in Maryland or within 50 miles of its borders and shall be available at some place designated by the council of unit owners for examination or copying, or both, by any unit owner, a unit owner's mortgagee, or their respective duly authorized agents or attorneys, during normal business hours, and after reasonable notice.

(ii) If a unit owner requests in writing a copy of financial statements of the condominium or the minutes of a meeting of the board of directors or other governing body of the condominium to be delivered, the board of directors or other governing body of the condominium shall compile and send the requested information by mail, electronic transmission, or personal delivery:

1. Within 21 days after receipt of the written request, if the financial statements or minutes were prepared within the 3 years immediately preceding receipt of the request; or

2. Within 45 days after receipt of the written request, if the financial statements or minutes were prepared more than 3 years before receipt of the request.

(2) Books and records required to be made available under paragraph (1) of this subsection shall first be made available to a unit owner not later than 15 business days after a unit is conveyed from a developer and the unit owner requests to examine or copy the books and records.

(3) Books and records kept by or on behalf of a council of unit owners may be withheld from public inspection, except for inspection by the person who is the subject of the record or the person's designee or guardian, to the extent that they concern:

(i) Personnel records, not including information on individual salaries, wages, bonuses, and other compensation paid to employees;

(ii) An individual's medical records;

(iii) An individual's personal financial records, including assets, income, liabilities, net worth, bank balances, financial history or activities, and creditworthiness;

(iv) Records relating to business transactions that are currently in negotiation;

(v) The written advice of legal counsel; or

(vi) Minutes of a closed meeting of the board of directors or other governing body of the council of unit owners, unless a majority of a quorum of the board of directors or governing body that held the meeting approves unsealing the minutes or a recording of the minutes for public inspection.

(d) *Reasonable charge.*

(1) Except for a reasonable charge imposed on a person desiring to review or copy the books and records or who requests delivery of information, the council of unit owners may not impose any charges under this section.

(2) A charge imposed under paragraph (1) of this subsection for copying books and records may not exceed the limits authorized under Title 7, Subtitle 2 of the Courts Article.

§ 11-117. TAXATION.

Repealed by Acts 1985, ch. 480, § 2, effective February 1, 1986. As to present provisions similar to those of the repealed section, see Tax-Property Article, § 8-207.

§ 11-118. MECHANICS' AND MATERIALMEN'S LIENS.

(a) *In general.* — Any mechanics' lien or materialmen's lien arising as a result of repairs to or improvements of a unit by a unit owner shall be a lien only against the unit.

(b) *Payment of lien.* — Any mechanics' or materialmen's lien arising as a result of repairs to or improvements of the common elements, if authorized in writing by the council of unit owners, shall be paid by the council as a common expense and until paid shall be a lien against each unit in proportion to its percentage interest in the common elements. On payment of the proportionate amount by any unit owner to the lienor or on the filing of a written undertaking in the manner specified by Maryland Rule 12-307, the unit owner is entitled to a recordable release of his unit from the lien and the council of unit owners is not entitled to assess his unit for payment of the remaining amount due for the repairs or improvements.

(c) *Personal liability of unit owner.* — Except in proportion to his percentage interest in the common elements, a unit owner personally is not liable (1) for damages as a result of injuries arising in connection with the common elements solely by virtue of his ownership of a percentage interest in the common elements; or (2) for liabilities incurred by the council of unit owners. On payment by any unit owner of his proportionate amount of any judgment resulting from that liability, the unit owner is entitled to a recordable release of his unit from the lien of the judgment and the council of unit owners is not entitled to assess his unit for payment of the remaining amount due.

§ 11-119. RESIDENT AGENT.

A person may bring suit against the council of unit owners, or against the condominium unit owners as a whole in any cause relating to the common elements, by service as follows:

(1) If the council of unit owners is a corporation, in the same manner as the Maryland Rules authorize service on a corporation; or

(2) If the council of unit owners is not a corporation, in the same manner as the Maryland Rules authorize service on an unincorporated association.

§ 11-120. EXPANDING CONDOMINIUMS [AMENDMENT SUBJECT TO ABROGATION].

(a) *Developer may reserve right to expand.* — A developer may reserve the right to expand the condominium by subjecting additional sections of property to the condominium regime in a manner so that as each additional section of property is subjected to the condominium regime:

(1) The percentage interests in the common elements of the unit owners in preceding sections shall be reduced and appropriate percentage interests in the common elements of the added sections shall vest in them; and

(2) Appropriate percentage interests in the common elements of the preceding sections shall vest in unit owners in the added sections.

(b) *Conditions to which reservation subject.* — The reservation of the right to expand a condominium is subject to the conditions provided in this subsection.

(1) The declaration establishing the condominium shall describe each parcel of property, which may be included in each section to be added to the condominium. This description may be made by reference to the condominium plat.

(2) The declaration establishing the condominium shall show:

(i) The maximum number of units which may be added; and

(ii) The percentage interests in the common elements, the percentage interests in the common expenses and common profits, and the number of votes appurtenant to each unit following the addition of each section of property to the condominium, if added. The percentage interests in the common elements and in common expenses

and common profits, and the number of votes that each unit owner will have maybe shown by reference to a formula or other appropriate method of determining them following each expansion of the condominium.

(3) The condominium plat for the original condominium shall include, in general terms, the outlines of the land, buildings, and common elements of each successive section that may be added to the condominium.

(4) In the declaration establishing the condominium a right shall be reserved in the developer for a period, not exceeding 10 years from the date of recording of the declaration, to add to the condominium any successive section described in the declaration and in the condominium plat.

(c) Recordation of amendments to declaration and plat.

(1) If there is compliance with the conditions of subsection (b) of this section, successive sections of property may be added to the condominium if the developer (i) records an amendment to the declaration, showing the new percentage interests of the unit owners, and the votes which each unit owner ma cast in the condominium as expanded, and (ii) records an amendment to the condominium plat that includes the detail and information concerning the new section as required in the original condominium plat.

(2) On recordation of the amendment of the declaration and plat, each unit owner, by operation of law, has the percentage interests in the common elements, and in the common expenses and common profits, and shall have the number of votes, set forth in the amendment to the declaration. Following any expansion, the interest of any mortgagee shall attach, by operation of law, to the new percentage interests in the common elements appurtenant to the unit on which it is a lien.

§ 11-121. DEPOSITS ON NEW CONDOMINIUMS.

Any deposits taken in connection with the sale by a developer of units in a condominium intended for residential use shall be deposited or held in an escrow account as provided in § 10-301 of this article, unless a corporate surety bond is obtained and maintained as provided in § 10-301 of this article.

§ 11-122. ZONING AND BUILDING REGULATIONS.

(a) *In general.* — The provisions of all laws, ordinances, and regulations concerning building codes or zoning shall have full force and effect to the extent that they apply to property which is subjected to a condominium regime and shall be construed and applied with reference to the overall nature and use of the property without regard to the form of ownership. A law, ordinance, or regulation concerning building codes or zoning may not establish any requirement or standard governing the use, location, placement, or construction of any land and improvements which are submitted to the provisions of this title, unless the requirement or standard is uniformly applicable to all land and improvements of the same kind or character not submitted to the provisions of this title.

(b) *Prohibitions.* — Except as otherwise provided in this title, a county, city, or other jurisdiction may not enact any law, ordinance, or regulation which would impose a burden or restriction on a condominium that is not imposed on all other property of similar character not subjected to a condominium regime. Any such law, ordinance, or regulation is void. Except as otherwise expressly provided in §§ 11-130, 11-138, 11-139, and 11-140 of this title, the provisions of this title are statewide in their effect. Any law, ordinance, or regulation enacted by a county, city, or other jurisdiction is preempted by the subject and material of this title.

§ 11-123. TERMINATION OF CONDOMINIUM.

(a) *Votes necessary to terminate.* — Except in the case of a taking of all the units by eminent domain under § 11-112 of this title, a condominium may be terminated only by agreement of unit owners of units to which at least 80 percent of the votes in the council of unit owners are allocated, or any larger percentage the declaration specifies. The declaration may specify a smaller percentage only if all of the units in the condominium are restricted exclusively to nonresidential uses.

(b) *Termination agreement.* — An agreement of unit owners to terminate a condominium must be evidenced by their execution of a termination agreement or ratifications thereof. If, pursuant to a termination agreement, the real estate constituting the condominium is to be sold following termination, the termination agreement must set forth the terms of the sale. A termination agreement and all ratifications thereof must be recorded in every county in which a portion of the condominium is situated, and is effective only upon recordation.

(c) *Sale of real estate.* — The council of unit owners, on behalf of the unit owners, may contract for the sale of the condominium, but the contract is not binding on the unit owners until approved pursuant to subsections (a) and (b) of this section. If the real estate constituting the condominium is to be sold following termination, title to that real estate, upon termination, vests in the council of unit owners as trustee for the holders of all interest in the units. Thereafter, the council of unit owners has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the council of unit owners continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to unit owners and lien holders as their interests may appear, in proportion to the respective interests of unit owners as provided in subsection (f) of this section. Unless otherwise specified in the termination agreement, as long as the council of unit owners holds title to the real estate, each unit owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his unit. During the period of that occupancy, each unit owner and his successors in interest remain liable for all assessments and other obligations imposed on unit owners by this title or the declaration.

(d) *Title to unsold real estate; occupancy.* — If the real estate constituting the condominium is not to be sold following termination, title to the real estate, upon termination, vests in the unit owners as tenants in common in proportion to their respective interests as provided in subsection (f) of this section, and liens on the units shift accordingly. While the tenancy in common exists, each unit owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his unit.

(e) *Distribution of assets of council of unit owners.* — Following termination of the condominium, and after payment of or provision for the claims of the creditors of the council of unit owners, the assets of the council of unit owners shall be distributed to unit owners in proportion to their respective interests as provided in subsection (f) of this section. The proceeds of sale described in subsection (c) of this section and held by the council of unit owners as trustee are not assets of the council of unit owners.

(f) *Respective interests of unit owners.* — The respective interests of unit owners referred to in subsections (c), (d), and (e) of this section are as follows:

(1) Except as provided in paragraph (2) of this subsection, the respective interests of unit owners are the fair market values of their units, limited common elements, and common element interests immediately before the termination, as determined by one or more independent appraisers selected by the council of unit owners. The decision of the independent appraisers shall be distributed to the unit owners and becomes final unless disapproved within 30 days after distribution by unit owners of units to which 25 percent of the votes are allocated. The proportion of any unit owner's interest to that of all unit owners is determined by dividing the fair market value of that unit owner's unit and common element interest by the total fair market values of all the units and common elements.

(2) If any unit or any limited common element is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all unit owners are their respective common element interests immediately before the termination.

(g) *Foreclosure or enforcement of lien or encumbrance.* — Foreclosure or enforcement of a lien or encumbrance against the entire condominium does not of itself terminate the condominium, and foreclosure or enforcement of a lien or encumbrance against a portion of the condominium does not withdraw that portion from the condominium.

§ 11-124. RULES OF CONSTRUCTION.

(a) *Certain rules of law not applicable.* — Neither the rule of law known as the Rule Against Perpetuities nor the rule of law known as the Rule Restricting Unreasonable Restraints on Alienation may be applied to defeat or invalidate any provision of this title or of any declaration, bylaws, or other instrument made pursuant to the provisions of this title.

(b) *Substantial conformity by declaration, bylaws and plat sufficient.* — The provisions of any declaration, bylaws, and condominium plat filed pursuant to this title shall be liberally construed to facilitate the creation and operation of the condominium. So long as the declaration, bylaws, and condominium plat substantially conform with the requirements of this title, a variance from the requirements does not affect the condominium status of the property in question nor the title of any unit owner to his unit, his votes, and his percentage interests in the common elements and in common expenses and common profits.

(c) *Declaration, bylaws and plat construed together; amendment of required provision.* — The declaration, bylaws, and condominium plat shall be construed together and shall be deemed to incorporate one another to the extent that any requirement of this title as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others. Any provision required by this title may be amended only in accordance with the requirements for amendment applicable to the instrument in which, absent this subsection, it is required to be contained.

(d) *Provisions of declaration, bylaws and plat severable.* — All provisions of the declaration, bylaws, and condominium plat are severable and the invalidity of one provision does not affect the validity of any other provision.

(e) *Conflicts in provisions.* — If there is any conflict among the provisions of this title, the declaration, condominium plat, bylaws, or rules adopted pursuant to § 11-111 of this title, the provisions of each shall control in the succession listed hereinbefore commencing with "title".

(f) *Effect of execution of certain instruments by mortgagees.* — The execution of any instrument by a mortgagee for the purpose of consenting to the legal operation and effect of a declaration, bylaws, and condominium plat does not, unless the contrary is expressly stated, affect the priority of the mortgage or deed of trust. The execution and recordation of a release of a unit in a condominium by a mortgagee which refers to the condominium constitutes consent by that mortgagee to the legal operation and effect of the recorded declaration, bylaws, and condominium plat of that condominium.

§ 11-125. EASEMENTS AND ENCROACHMENTS.

(a) *Presumption as to existing physical boundaries.* — The existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement, or lateral movement of any building and regardless of minor variations between the physical boundaries as described in the declaration or shown on the condominium plat and the existing physical boundaries of any such unit or common element. This presumption applies only to encroachments within the condominium.

(b) *Encroachment as result of authorized construction or repair.* — If any portion of any common element encroaches on any unit or if any portion of a unit encroaches on any common element or any other unit, as a result of the duly authorized construction or repair of a building, a valid easement for the encroachment and for the maintenance of the encroachment exists so long as the building stands.

(c) *Easement for mutual support.* — An easement for mutual support shall exist in the units and common elements.

(d) *Easements included in grant of unit.* — The grant or other disposition of a condominium unit shall include and grant, and be subject to, any easement arising under the provisions of this section without specific or particular reference to the easement.

(e) *Right of entry to make repairs.* — (1) The council of unit owners or its authorized designee shall have an irrevocable right and an easement to enter units to investigate damage or make repairs when the investigation or repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium.

(2) Except in cases involving manifest danger to public safety or property, the council of unit owners shall make a reasonable effort to give notice to the owner of any unit to be entered for the purpose of investigation or repair.

(3) If damage is inflicted on the common elements or any unit through which access is taken, the council of unit owners is liable for the prompt repair.

(4) An entry by the council of unit owners for the purposes specified in this subsection may not be considered a trespass.

(f) *Authority of council of unit owners to grant specific easements, etc.* — (1) The declaration or bylaws may give the council of unit owners authority to grant easements, rights-of-way, licenses, leases in excess of 1 year, or similar interests affecting the common elements of the condominium if the grant is approved by the affirmative vote of unit owners having $\frac{662}{3}$ percent or more of the votes, and with the express written consent of the mortgagees holding an interest in those units as to which unit owners vote affirmatively. Any easement, right-of-way, license, or similar interest granted by the council of unit owners under this subsection shall state that the grant was approved by unit owners having at least $\frac{662}{3}$ percent of the votes, and by the corresponding mortgagees.

(2) The board of directors may, by majority vote, grant easements, rights-of-way, licenses, leases in excess of 1 year, or similar interests for the provision of utility services or communication systems for the exclusive benefit of units within the condominium regime. These actions by the board of directors are subject to the following requirements:

(i) The action shall be taken at a meeting of the board held after at least 30-days' notice to all unit owners and mortgagees of record with the condominium;

(ii) At the meeting, the board may not act until all unit owners and mortgagees shall be afforded a reasonable opportunity to present their views on the proposed easement, right-of-way, license, lease, or similar interest;

(iii) The easement, right-of-way, license, lease, or similar interest shall contain the following provisions:

1. The service or system shall be installed or affixed to the premises at no cost to the individual unit owners or the council of unit owners other than charges normally paid for like services by residents of similar or comparable dwelling units within the same area;

2. The unit owners and council of unit owners shall be indemnified for any damage arising out of the installation of the service or system; and

3. The board of directors shall be provided the right to approve of the design for installation of the service or system in order to insure that the installation conforms to any conditions which are reasonable to protect the safety, functioning, and appearance of the premises.

(3) By majority vote, the board of directors may grant to the State perpetual easements, rights-of-way, licenses, leases in excess of 1 year, or similar interests affecting the common elements of the condominium for bulkhead construction, dune construction or restoration, beach replenishment, or periodic maintenance and replacement construction, on Maryland's ocean beaches, including rights in the State to restrict access to dune areas. These actions by the board of directors are subject to the following requirements:

(i) The action shall be taken at a meeting of the board held after at least 30-days' notice to all unit owners and mortgagees of record with the condominium; and

(ii) At the meeting, the board may not act until all unit owners and mortgagees shall be afforded a reasonable opportunity to present their views on the proposed easement, right-of-way, license, lease, or similar interest.

(4) By majority vote, the board of directors may settle an eminent domain proceeding or grant to the State or any county, municipality, or agency or instrumentality thereof with condemnation authority, perpetual easements, rights-of-way, licenses, leases in excess of 1 year, or similar interests affecting the common elements of the condominium for road, highway, sidewalk, bikeway, storm drain, sewer, water, utility, and similar public purposes. These actions by the board of directors are subject to the following requirements:

(i) The action shall be taken at a meeting of the board held after at least 60-days' notice to all unit owners and all first mortgagees listed with the condominium;

(ii) The notice shall include information provided by the condemnation authority that describes the purpose and the extent of the property being acquired for public use; and

(iii) At the meeting, the board may not act until all unit owners and mortgagees in attendance have been afforded a reasonable opportunity to present their views on the proposed easement, right-of-way, license, lease, or similar interest.

(5) The action of the board of directors granting any easement, right-of-way, license, lease, or similar interest under paragraphs (2), (3), or (4) of this subsection shall not be final until the following have occurred:

(i) Within 15 days after the vote by the board to grant an easement, right-of-way, license, lease, or similar interest, a petition may be filed with the board of directors signed by the unit owners having at least 15 percent of the votes calling for a special meeting of unit owners to vote on the question of a disapproval of the action of the board of directors granting such easement, right-of-way, license, lease, or similar interest. If no such petition is received within 15 days, the decision of the board shall be final;

(ii) If a qualifying petition is filed, a special meeting shall be held no less than 15 days or more than 30 days from receipt of the petition. At the special meeting, if a quorum is not present, the decision of the board of directors shall be final;

(iii) 1. If a special meeting is held and 50 percent of the unit owners present and voting disapprove the grant, and the unit owners voting to disapprove the grant are more than 33 percent of the total votes in the condominium, then the grant shall be void; or

2. If the vote of the unit owners is not more than 33 percent of the total votes in the condominium, the decision of the board or council to make the grant shall be final;

(iv) Mortgagees shall receive notice of and be entitled to attend and speak at such special meeting; and

(v) Any easement, right-of-way, license, lease, or similar interest granted by the board of directors under the provisions of this subsection shall state that the grant was approved in accordance with the provisions of this subsection.

(6) The provisions of this subsection are applicable to all condominiums, regardless of the date they were established.

§ 11-126. DISCLOSURE REQUIREMENTS.

(a) *Required contents of contract of sale.* — A contract for the initial sale of a unit to a member of the public is not enforceable by the vendor unless:

(1) The purchaser is given on or before the time a contract is entered into between the vendor and the purchaser, a current public offering statement as amended and registered with the Secretary of State containing all of the information set forth in subsection (b) of this section; and

(2) The contract of sale contains, in conspicuous type, a notice of:

(i) The purchaser's right to receive a public offering statement and his rescission rights under this section; and

(ii) The warranties provided by § 11-131 of this subtitle.

(b) *Sufficiency of public offering statement.* — The public offering statement required by subsection (a) of this section shall be sufficient for the purposes of this section if it contains at least the following:

(1) A copy of the proposed contract of sale for the unit;

(2) A copy of the proposed declaration, bylaws, and rules and regulations;

(3) A copy of the proposed articles of incorporation of the council of unit owners, if it is to be incorporated;

(4) A copy of any proposed management contract, insurance contract, employment contract, or other contract affecting the use of, maintenance of, or access to all or part of the condominium to which it is anticipated the unit owners or the council of unit owners will be a party, and a statement of the right of the council of unit owners to terminate contracts entered into during the developer control period under § 11-133 of this title;

(5) A copy of the actual annual operating budget for the condominium or, if no actual operating budget exists, a copy of the projected annual operating budget for the condominium including reasonable details concerning:

(i) The estimated monthly payments by the purchaser for assessments;

(ii) Monthly charges for the use, rental, or lease of any facilities not part of the condominium;

- (iii) The amount of the reserve fund for repair and replacement and its intended use; and
 - (iv) Any initial capital contribution or similar fee, other than assessments for common expenses, to be paid by unit owners to the council of unit owners or vendor, and a statement of how the fees will be used;
 - (6) A plain language statement of the policy and procedures for collecting assessments and handling collection of delinquencies, including reasonable details concerning:
 - (i) The number and percentage of unit owners who are delinquent or in arrears in an amount equal to or greater than 50% of the annual assessment of the unit owner;
 - (ii) The number of unsatisfied liens currently recorded against unit owners under the Maryland Contract Lien Act;
 - (iii) The number of unsatisfied judgments obtained against unit owners for unpaid assessments; and
 - (iv) The total amount of arrearages among all unit owners;
 - (7) A copy of any lease to which it is anticipated the unit owners or the council of unit owners will be a party following closing;
 - (8) A description of any contemplated expansion of the condominium with a general description of each stage of expansion and the maximum number of units that can be added to the condominium;
 - (9) A copy of the floor plan of the unit or the proposed condominium plats;
 - (10) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or by the council of unit owners, and a statement as to whether or not they are to be part of the common elements;
 - (11) A statement as to whether streets within the condominium are to be dedicated to public use or maintained by the council of unit owners;
 - (12) A statement of any judgments against the council of unit owners and the existence of any pending suits to which the council of unit owners is a party;
 - (13) In the case of a condominium containing buildings substantially completed more than 5 years prior to the filing of the application for registration under § 11-127 of this title, a statement of the physical condition and state of repair of the major structural, mechanical, electrical, and plumbing components of the improvements, to the extent reasonably ascertainable, and estimated costs of repairs for which a present need is disclosed in the statement and a statement of repairs which the vendor intends to make. The vendor is entitled to rely on the reports of architects or engineers authorized to practice their profession in this State;
 - (14) A description of any provision in the declaration or bylaws limiting or providing for the duration of developer control or requiring the phasing-in of unit owner participation, or a statement that there is no such provision;
 - (15) If the condominium is one which will be created by the conversion of a rental facility, a copy of the notice and materials required by §§ 11-102.1 and 11-137 of this title;
 - (16) A statement of whether the unit being purchased is subject to an extended lease under § 11-137 of this title, or local law, and a copy of any extended lease; and
 - (17) Any other information required by regulation duly adopted and issued by the Secretary of State.
- (c) *Advertising approval by Secretary of State.* — A person may not advertise or represent that the Secretary of State has approved or recommended the condominium, the public offering statement, or any of the documents contained in the application for registration.
- (d) *Amendment of material required by subsection (a).* — (1) Following execution of a contract of sale by a purchaser, the vendor may not amend any of the material required to be furnished by subsection (a) of this section without the approval of the purchaser if the amendment would affect materially the rights of the purchaser.
- (2) Approval is not required if the amendment is required by any governmental authority or public utility, or if the amendment is made as a result of actions beyond the control of the vendor or in the ordinary course of affairs of the council of unit owners.
- (3) A copy of any amendments shall be delivered promptly to any purchaser and to the Secretary of State.

(e) *Purchaser's right to rescind contract of sale.* — (1) Any purchaser may at any time:

(i) Within 15 days following receipt of all of the information required under subsection (b) of this section or the signing of the contract, whichever is later; and

(ii) Within 5 days following receipt of the information required under subsection (d) of this section, rescind in writing the contract of sale without stating any reason and without any liability on his part, and he shall be entitled to the return of any deposits made on account of the contract.

(2) The return of any deposits held in trust by a licensed real estate broker to a purchaser under this subsection shall comply with the procedures set forth in § 17-505 of the business occupations and professions article.

(f) *Untrue statement or omission of material fact.* — Any vendor who, in disclosing the information required under subsections (a) and (b) of this section, makes any untrue statement of a material fact, or omits to state a material fact necessary in order to make the statements made, in the light of circumstances under which they were made, not misleading, shall be liable to any person purchasing a unit from the vendor for those damages proximately caused by the vendor's untrue statement or omission. However, an action may not be maintained to enforce any liability created under this section unless brought within 1 year after the facts constituting the cause of action are or should have been discovered.

(g) *Waiver of purchaser's rights.* — The rights of a purchaser under this section may not be waived in the contract of sale and any attempted waiver is void. However, if any purchaser proceeds to closing, his right under this section to rescind is terminated.

(h) *Sale of unit for nonresidential purposes.* — This section does not apply to the sale of any unit which is to be occupied and used for nonresidential purposes.

(i) *Location of condominium immaterial.* — This section applies to the sale of any unit offered for sale in the State without regard to the location of the condominium.

(j) *Applicability of section.* — The provisions of this section do not apply to a sale of a unit in an action to foreclose a mortgage or deed of trust.

§ 11-127. REGISTRATION.

(a) *Registration with Secretary of State required.* — A contract for the initial sale of a unit to a member of the public may not be entered into until the public offering statement for the proposed condominium regime has been registered with the Secretary of State and until 10 days after all amendments then applicable to the public offering statement have been filed with the Secretary of State under subsection (d) of this section.

(b) *Application; notice to local governing body; fee; amendments.* — (1) An application for registration shall consist of the public offering statement described in § 11-126 of this title. A developer shall file the number of copies required by the Secretary of State. The Secretary of State shall notify the governing body of the county and/or municipality in which the condominium is located of the filing of the application. An application shall be accompanied by a fee of not less than \$100, in an amount equal to \$5 per unit.

(2) A developer promptly shall file amendments to report any material change in any document or information contained in the application.

(c) *Approval or rejection of registration; amended application.* — (1) The Secretary of State shall acknowledge receipt of an application for registration within 5 business days after receiving it. The Secretary shall determine whether the application satisfies the disclosure requirements of § 11-126 of this title within 45 days after receipt.

(2) If the Secretary of State determines that the application complies with § 11-126 of this title, the Secretary shall issue promptly an order registering the condominium. Otherwise, unless the developer has consented in writing to a delay not to exceed 30 days, the Secretary shall issue promptly an order rejecting registration. The order shall include the specific reasons for the rejection. The Secretary's failure to issue any order within 45 days of receipt or within the time period agreed upon shall be deemed an approval of the condominium. Rejection of an application for registration by the Secretary of State may not act as a bar to reapplication for registration. An application amended to comply with the stated reasons for rejection and accompanied by an additional fee as provided in subsection (b) of

this section shall be approved by the Secretary of State upon his determination that the amended application satisfies the requirements of this section.

(d) *Filing of current public offering information with Secretary of State; filing construction progress statement; termination of registration.* — (1) (i) A developer shall promptly file with the Secretary of State copies of any changes in the documents or information contained in the public offering statement which are necessary to make the documents or information current.

(ii) A public offering statement is current if the information required under § 11-126(b)(2), (4), (5), (6), and (12) of this subtitle is updated and filed by the developer not less than annually.

(2) (i) A developer shall file a written statement with the council of unit owners describing the progress of construction, repairs, and all other work on the condominium, which the developer has completed or intends to complete in accordance with the public offering statement for the condominium.

(ii) This written statement shall be filed within 30 days after the anniversary date for registration of the public offering statement for the condominium and annually thereafter until the registration of the condominium is terminated.

(3) A developer shall notify the Secretary of State in writing when all of the units in the condominium have been conveyed to unit owners other than the developer, and the developer either cannot add additional units to the condominium or has determined that no additional units will be added to the condominium.

(4) If the developer notifies the Secretary of State that all of the units in the condominium have been conveyed to unit owners other than the developer, and that the developer either cannot add additional units to the condominium, or has determined that no additional units will be added to the condominium, the Secretary of State shall issue an order terminating the registration of the condominium.

(e) *Administration of section.* — The Secretary of State shall be responsible for the administration of this section.

(1) The Secretary may adopt, amend, and repeal regulations necessary to carry out the requirements of the provisions of this section.

(2) The Secretary may prescribe forms and procedures for submitting applications.

(f) *Application of section.* — This section does not apply to the sale of any unit which is to be occupied and used for nonresidential purposes.

§ 11-128. DUTIES OF SECRETARY OF STATE.

(a) *File of local legislation affecting condominiums.* — The Secretary of State shall establish a file of local legislation affecting condominiums as enacted under §§ 11-130, 11-137, 11-138, 11-139, and 11-140 of this title, indexed by county and municipality.

(b) *Cooperation with other agencies.* — The Secretary of State may cooperate with agencies performing similar functions in this and other jurisdictions to develop uniform filing procedures and forms, uniform disclosure standards, and uniform administrative practices and may develop information that may be useful in the discharge of the Secretary's duties.

(c) *Cooperation with Attorney General's office.* — The Secretary of State shall work in cooperation with the Consumer Protection Division of the Office of the Attorney General in the enforcement of this title.

§ 11-129. FOREIGN CONDOMINIUM UNITS SOLD IN STATE.

(a) *Application or public offering statement approved by out-of-state agency.* — In the case of a condominium situated wholly outside of this State, being promoted and having a sales office within the State, an application for registration or proposed public offering statement filed with the Secretary of State which has been approved by an agency in the state where the condominium is located and substantially complies with the requirements of this title may not be rejected by the Secretary on the grounds of noncompliance with any different or additional requirements

imposed by this title. However, the Secretary may require additional documents or information in particular cases to assure adequate and accurate disclosure to prospective purchasers.

(b) *Application in absence of approval by out-of-state agency.* — If there is no out-of-state agency which has approved the application for registration or proposed public offering statement, the application shall consist of the public offering statement described in § 11-126 of this title, and shall be approved in accordance with § 11-127 of this title.

§ 11-130. CONSUMER PROTECTION.

(a) *Purpose of this section.* — This section is intended to provide minimum standards for the protection of consumers in the State.

(b) *Meaning of "consumer".* — (1) For purposes of this section, "consumer" means an actual or prospective purchaser, lessee, assignee or recipient of a condominium unit.

(2) "Consumer" includes a co-obligor or surety for a consumer.

(c) *Enforcement of title.* — (1) To the extent that a violation of any provision of this title affects a consumer, that violation shall be within the scope of the enforcement duties and powers of the Division of Consumer Protection of the Office of the Attorney General, as described in Title 13 of the Commercial Law Article.

(2) The provisions of this title shall otherwise be enforced by each agency of the State within the scope of its authority.

(d) *Local provisions.* — A county or incorporated municipality, or an agency of any of those jurisdictions, may adopt laws or ordinances for the protection of a consumer to the extent and in the manner provided for under § 13-103 of the Commercial Law Article.

(e) *Copies of local provisions to be forwarded to Secretary of State.* — Within 30 days of the effective date of a law, ordinance, or regulation enacted under this section which is expressly applicable to condominiums, the local jurisdiction shall forward a copy of the law, ordinance or regulation to the Secretary of State.

§ 11-131. WARRANTIES.

(a) *Exclusion or modification prohibited.* — The implied warranties provided in this section may not be excluded or modified.

(b) *Application of §§ 10-202 and 10-203; liability of developer for improvements.* — (1) The warranties provided in §§ 10-202 and 10-203 of this article apply to all sales by developers under this title. For the purposes of this article, a newly constructed dwelling unit means a newly constructed or newly converted condominium unit and its appurtenant undivided fee simple interest in the common areas.

(2) If a developer grants an improvement to an intermediate purchaser to evade any liability to a purchaser imposed by the provisions of this section, or by § 10-202 or § 10-203 of this article, the developer is liable on the subsequent sale of the improvement by the intermediate purchaser as if the subsequent sale had been effectuated by the developer without regard to the intervening grant.

(c) *Warranty on unit from developer to owner.* — In addition to the implied warranties set forth in § 10-203 of this article there shall be an implied warranty on an individual unit from a developer to a unit owner. The warranty on an individual unit commences with the transfer of title to that unit and extends for a period of 1 year. The warranty shall provide:

(1) That the developer is responsible for correcting any defects in materials or workmanship in the construction of walls, ceilings, floors, and heating and air conditioning systems in the unit; and

(2) That the heating and any air conditioning systems have been installed in accordance with acceptable industry standards and:

(i) That the heating system is warranted to maintain a 70°F temperature inside with the outdoor temperature and winds at the design conditions established by the Energy Conservation Building Standards Act, Title 7, Subtitle 4 of the Public Utility Companies Article, or those established by the political subdivision as provided in Title 7, Subtitle 4 of the Public Utility Companies Article; and

(ii) That the air conditioning system is warranted to maintain a 78°F temperature inside with the outdoor temperature at the design conditions established by Title 7, Subtitle 4 of the Public Utility Companies Article, or those established by the political subdivision as provided in Title 7, Subtitle 4 of the Public Utility Companies Article.

(d) *Warranty on common elements.* — (1) In addition to the implied warranties set forth in § 10-203 of this article there shall be an implied warranty on common elements from a developer to the council of unit owners. The warranty shall apply to: the roof, foundation, external and supporting walls, mechanical, electrical, and plumbing systems, and other structural elements.

(2) The warranty shall provide that the developer is responsible for correcting any defect in materials or workmanship, and that the specified common elements are within acceptable industry standards in effect when the building was constructed.

(3) (i) The warranty on common elements commences with the first transfer of title to a unit owner.

(ii) The warranty of any common elements not completed at the first transfer of title to a unit owner shall commence with the completion of that element or with its availability for use by all unit owners, whichever occurs later.

(iii) The warranty extends for a period of 3 years from commencement under subparagraph (i) or (ii) of this paragraph or 2 years from the date on which the unit owners, other than the developer and its affiliates, first elect a controlling majority of the members of the board of directors for the council of unit owners, whichever occurs later.

(4) A suit for enforcement of the warranty on general common elements shall be brought only by the council of unit owners. A suit for enforcement of the warranty on limited common elements may be brought by the council of unit owners or any unit owner to whose use it is reserved.

(e) *Limitation of actions.* — Notice of defect shall be given within the warranty period and suit for enforcement of the warranty shall be brought within 1 year of the warranty period.

(f) *Exceptions.* — (1) Warranties shall not apply to any defects caused through abuse or failure to perform maintenance by a unit owner or the council of unit owners.

(2) The provisions of this section do not apply to a condominium that is occupied and used solely for nonresidential purposes.

§ 11-132. DOCUMENTS TO BE DELIVERED TO COUNCIL OF UNIT OWNERS BY DEVELOPER.

Drawings, architectural plans, or other suitable documents, setting forth the necessary information for location, maintenance, and repair of all condominium facilities, to the extent that they exist, shall be turned over to the council of unit owners upon transfer of control by the developer.

§ 11-133. TERMINATION OF LEASES OR MANAGEMENT AND SIMILAR CONTRACTS.

(a) *In general.* — Within three years following the date on which units have been granted by the developer to unit owners having a majority of the votes in the council of unit owners, any lease, and any management contract, employment contract, or other contract to which the council of unit owners is a party entered into between the date the property subjected to the condominium regime was granted to the developer and the date on which units have been granted by the developer to unit owners having a majority of votes in the council of unit owners may be

terminated by a majority vote of the council of unit owners without liability for the termination. The termination shall become effective upon 30 days' written notice of the termination from the council of unit owners.

(b) *Exceptions.* — The provisions of this section do not apply to:

- (1) Any contract or grant between the council of unit owners and any governmental agency or public utility; or
- (2) A condominium that is occupied and used solely for nonresidential purposes.

§ 11-134. PROVISIONS REQUIRING EMPLOYMENT OF DEVELOPER OR VENDOR TO EFFECT SALE; EXCEPTION.

Any provision of a declaration or other instrument made pursuant to this title which requires the owner of a unit to engage or employ the developer or any subsidiary or affiliate of the developer for the purpose of effecting a sale or lease of any unit is void. Any provision of any contract for the sale of any unit which requires the purchaser to engage or employ the vendor or any subsidiary or affiliate of the vendor for the purpose of effecting a sale or lease of any unit is void. The provisions of this section apply to declarations, instruments and contracts made prior to and after July 1, 1974. The provisions of this section do not apply to a condominium that is occupied and used solely for nonresidential purposes.

§ 11-134.1. PROHIBITED PROVISIONS BY DEVELOPERS OR VENDORS OF CONDOMINIUMS.

(a) *"Vendor" defined.* — In this section, "vendor" has the meaning stated in § 10-201 of this article.

(b) *Applicability.* — This section does not apply to:

- (1) A unit that is occupied and used solely for nonresidential purposes;
- (2) An agreement or other instrument entered into by a developer or vendor and a council of unit owners for the purpose of settling a disputed claim after the date on which the unit owners, other than the developer and its affiliates, first elect a controlling majority of the members of the board of directors for the council of unit owners; or
- (3) An agreement or other instrument entered into by a developer or vendor and a unit owner for the purpose of settling a disputed claim after the date the unit is conveyed to the purchaser of the unit.

(c) *Prohibited provisions by developers or vendors.* — (1) Any provision of a declaration, a bylaw, a contract for the initial sale of a unit to a member of the public, or any other instrument made by a developer or vendor in accordance with this title shall be unenforceable if the provision:

- (i) Shortens the statute of limitations applicable to any claim;
- (ii) Waives the application of the discovery rule or other accrual date applicable to a claim;
- (iii) Requires a unit owner or the council of unit owners to assert a claim subject to arbitration within a period of time that is shorter than the statute of limitations applicable to the claim; or
- (iv) Operates to prevent a unit owner or the council of unit owners from filing a lawsuit, initiating arbitration proceedings for a claim subject to arbitration, or otherwise asserting a claim within the statute of limitations applicable to the claim.

(2) Paragraph (1) of this subsection applies only to a provision relating to any right of a unit owner or council of unit owners to bring a claim under applicable law alleging the failure to comply with:

- (i) Applicable building codes;
- (ii) Plans and specifications approved by a county or municipality;
- (iii) Manufacturer's installation instructions; or
- (iv) Warranty provisions under § 10-203 of this article and § 11-131 of this title.

§ 11-135. RESALE OF UNIT.

(a) *Documents to be delivered by unit owner to purchaser.* — Except as provided in subsection (b) of this section, a contract for the resale of a unit by a unit owner other than a developer is not enforceable unless the contract of sale contains in conspicuous type a notice in the form specified in subsection (g)(1) of this section, and the unit owner furnishes to the purchaser not later than 15 days prior to closing:

- (1) A copy of the declaration (other than the plats);
- (2) The bylaws;
- (3) The rules or regulations of the condominium;
- (4) A certificate containing:
 - (i) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit other than any restraint created by the unit owner;
 - (ii) A statement setting forth the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the council of unit owners that is due and payable from the selling unit owner;
 - (iii) A statement of any other fees payable by the unit owners to the council of unit owners;
 - (iv) A statement of any capital expenditures approved by the council of unit owners planned at the time of the conveyance which are not reflected in the current operating budget disclosed under item (vi) of this item;
 - (v) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
 - (vi) The current operating budget of the condominium including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
 - (vii) A statement of any unsatisfied judgments or pending lawsuits to which the council of unit owners is a party, excluding assessment collection suits;
 - (viii) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that copies of the policies are available for inspection, stating the location at which the copies are available, and a notice that the terms of the policy prevail over the description;
 - (ix) A statement as to whether the council of unit owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and
 - (x) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the council of unit owners, and a statement as to whether or not they are to be a part of the common elements;
- (5) A statement by the unit owner as to whether the unit owner has knowledge:
 - (i) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules and regulations;
 - (ii) Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit; and
 - (iii) That the unit is subject to an extended lease under § 11-137 of this title or under local law, and if so, a copy of the lease must be provided; and.
- (6) A written notice of the unit owner's responsibility for the council of unit owners' property insurance deductible and the amount of the deductible.

(b) *Unit in condominium containing less than 7 units.* — A contract for the resale by a unit owner other than a developer of a unit in a condominium containing less than 7 units is not enforceable unless the contract of sale contains in conspicuous type a notice in the form specified in subsection (g)(2) of this section, and the unit owner furnishes to the purchaser not later than 15 days prior to closing:

- (1) A copy of the declaration (other than the plats);

- (2) The bylaws;
- (3) The rules and regulations of the condominium; and
- (4) A statement by the unit owner of the unit owner's expenses during the preceding 12 months relating to the common elements; and.
- (5) A written notice of the unit owner's responsibility for the council of unit owners' property insurance deductible and the amount of the deductible.

(c) *Certificate to be furnished by council of unit owners; liability of unit owner to purchaser for damages.* — (1)

Except as provided in paragraph (4) of this subsection, the council of unit owners, within 20 days after a written request by a unit owner and receipt of a reasonable fee therefor, not to exceed the cost to the council of unit owners, if any, up to a maximum of \$250, shall furnish a certificate containing the information necessary to enable the unit owner to comply with subsection (a) of this section. A unit owner providing a certificate under subsection (a) of this section is not liable to the purchaser for any erroneous information provided by the council of unit owners and included in the certificate.

(2) In addition to the fee under paragraph (1) of this subsection, the council of unit owners is entitled to a reasonable fee not to exceed \$100 for an inspection of the unit owner's unit, if required.

(3) In addition to the fees under paragraphs (1) and (2) of this subsection, the council of unit owners is entitled to a reasonable fee:

- (i) Not to exceed \$50 for delivery of the certificate within 14 days after the request for the certificate; and
- (ii) Not to exceed \$100 for delivery of the certificate within 7 days after the request for the certificate.

(4)(i) The Department of Housing and Community Development shall adjust the maximum fee authorized under paragraph (1) of this subsection every 2 years, beginning October 1, 2018, to reflect any aggregate increase in the Consumer Price Index for All Urban Consumers (CPI-U) for Washington-Baltimore, or any successor index, for the previous 2 years.

(ii) The Department of Housing and Community Development shall maintain on its Web site a list of the maximum fees authorized under paragraph (1) of this subsection as adjusted every 2 years in accordance with subparagraph (i) of this paragraph.

(5) With respect to the remaining information that the unit owner is required to disclose under subsection (a) of this section that is not provided by the council of unit owners and included in the certificate, a unit owner:

(i) Except as provided in item (ii) of this paragraph, is liable to the purchaser under this section for damages proximately caused by:

(1) An untrue statement about a material fact; and

(2) An omission of a material fact that is necessary to make the statements made not misleading, in light of the circumstances under which the statements were made; and

(ii) Is not liable to the purchaser under this section if the owner had, after reasonable investigation, reasonable grounds to believe, and did believe, at the time the information was provided to the purchaser, that the statements were true and that there was no omission to state a material fact necessary to make the statements made not misleading, in light of the circumstances under which the statements were made.

(d) *Failure or delay of council of unit owners to provide certificate.* — A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the council of unit owners. A unit owner is not liable to a purchaser for the failure or delay of the council of unit owners to provide the certificate in a timely manner.

(e) *Waiver of purchaser's rights.* — The rights of a purchaser under this section may not be waived in the contract of sale, and any attempted waiver is void. However, if a purchaser proceeds to closing, his right to rescind the contract under subsection (f) of this section is terminated.

(f) *Rescission by purchaser; return of deposits held in trust by licensed real estate broker.* — (1) Any purchaser may at any time within 7 days following receipt of all of the information required under subsection (a) or (b) of this section, whichever is applicable, rescind in writing the contract of sale without stating any reason and without any liability on his part.

(2) The purchaser, upon rescission, is entitled to the return of any deposits made on account of the contract.

(3) If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a purchaser under this subsection shall comply with the procedures set forth in § 17-505 of the Business Occupations and Professions Article.

(g) *Form of notice.* — (1) A notice given as required by subsection (a) of this section shall be sufficient for the purposes of this section if it is in substantially the following form:

"NOTICE

The seller is required by law to furnish to you not later than 15 days prior to closing certain information concerning the condominium which is described in § 11-135 of the Maryland Condominium Act. This information must include at least the following:

- (i) A copy of the declaration (other than the plats);
- (ii) A copy of the bylaws;
- (iii) A copy of the rules and regulations of the condominium;
- (iv) A certificate containing:
 - 1. A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
 - 2. A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;
 - 3. A statement of any other fees payable by the unit owners to the council of unit owners;
 - 4. A statement of any capital expenditures approved by the council of unit owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
 - 5. The most recently prepared balance sheet and income and expense statement, if any, of the condominium;
 - 6. The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement and its intended use, or a statement that there is no reserve fund;
 - 7. A statement of any judgments against the condominium and the existence of any pending suits to which the council of unit owners is a party;
 - 8. A statement generally describing any insurance policies provided for the benefit of the unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
 - 9. A statement as to whether the council of unit owners has knowledge that any alteration or improvement to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules or regulations;
 - 10. A statement as to whether the council of unit owners has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned to the unit, or any other portion of the condominium;
 - 11. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal of it; and
 - 12. A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the council of unit owners, and a statement as to whether or not they are to be a part of the common elements; and
- (v) A statement by the unit owner as to whether the unit owner has knowledge:
 - 1. That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, bylaws, or rules and regulations.
 - 2. Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit.

3. That the unit is subject to an extended lease under § 11-137 of this title or under local law, and if so, a copy of the lease must be provided.

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

(2) A notice given as required by subsection (b) of this section shall be sufficient for the purposes of this section if it is in substantially the following form:

“NOTICE

The seller is required by law to furnish to you not later than 15 days prior to closing certain information concerning the condominium which is described in § 11-135 of the Maryland Condominium Act. This information must include at least the following:

- (1) A copy of the declaration (other than the plats);
- (2) A copy of the bylaws;
- (3) A copy of the rules and regulations of the condominium; and
- (4) A statement by the seller of his expenses relating to the common elements during the preceding 12 months.

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

(h) *Information to be furnished by purchaser to council of unit owners.* — Upon any sale of a condominium unit, the purchaser or his agent shall provide to the council of unit owners to the extent available, the name and forwarding address of the prior unit owner, the name and address of the purchaser, the name and address of any mortgagee, the date of settlement, and the proportionate amounts of any outstanding condominium fees or assessments assumed by each of the parties to the transaction.

(i) *Application of section.* — This section does not apply to the sale of any unit which is to be used and occupied for nonresidential purposes.

(j) *Applicability of subsections (a) through (g).* — Subsections (a), (b), (c), (d), (e), (f), and (g) of this section do not apply to a sale of a unit in an action to foreclose a mortgage or deed of trust.

§ 11-136. TENANT’S RIGHT TO PURCHASE PROPERTY OCCUPIED AS HIS RESIDENCE.

(a) *Notice of right to purchase.* — (1) An owner required to give notice under § 11-102.1 of this title shall offer in writing to each tenant entitled to receive that notice the right to purchase that portion of the property occupied by the tenant as his residence. The offer shall be at a price and on terms and conditions at least as favorable as the price, terms, and conditions offered for that portion of the property to any other person during the 180 day period following the giving of the notice required by § 11-102.1 of this title. Settlement cannot be required any earlier than 120 days after the offer is accepted by the tenant.

(2) The offer to each tenant shall be made concurrently with the giving of the notice required by § 11-102.1 of this title, shall be a part of that notice, and shall state at least the following:

(i) That the offer will terminate upon the earlier to occur of termination of the lease by the tenant or 60 days after delivery;

(ii) That acceptance of the offer by a tenant who meets the criteria for an extended lease under § 11-137(b) of this title is contingent upon the tenant not receiving an extended lease;

(iii) That settlement cannot be required any earlier than 120 days after acceptance by the tenant; and

(iv) That the household is entitled to reimbursement for moving expenses as provided in subsection (h) of this section. Delivery of a notice in the form specified in § 11-102.1(f) of this title meets the requirements of this subparagraph.

(3) If the offer to the tenant under this subsection is not included with the notice required by § 11-102.1 of this title, the 180-day period during which the tenant is entitled to remain in the tenant’s residence does not begin until the tenant receives the offer.

(b) *Alteration or addition to property by owner.* — (1) Notwithstanding the provisions of subsection (a) of this section, an owner may make any alterations or additions to the size, location, configuration, and physical condition of the property. The developer is not required to make the boundaries of any portion of the property occupied by a tenant as the tenant's residence coincide with the boundaries of a unit.

(2) In the event the boundaries of any portion of the property occupied by a tenant as the tenant's residence do not coincide with the boundaries of a unit, then, to the extent reasonable and practicable, the owner shall offer in writing to that tenant the right to purchase a substantially equivalent portion of the property. The offer shall be at a price and on terms and conditions at least as favorable as the price, terms and conditions offered for that portion of the property to any other person and shall contain the statements required by subsection (a)(2) of this section.

(c) *Termination of offer.* — Unless written acceptance of an offer made under subsection (a) or (b) of this section is sooner delivered to the owner by the tenant, the offer shall terminate, without further act, upon the earlier to occur of:

- (1) Termination of the lease by the tenant; or
- (2) 60 days after the offer is delivered to the tenant.

(d) *Acceptance contingent upon not receiving extended lease.* — Acceptance of an offer by a tenant who meets the criteria for an extended lease under § 11-137(b) of this title shall be contingent upon the tenant not receiving an extended lease.

(e) *Price of unit after termination of offer.* — If the offer terminates, the owner may not offer to sell that unit at a price or on terms and conditions more favorable to the offeree than the price, terms, and conditions offered to the tenant during the 180 day period following the giving of the notice required by § 11-102.1 of this title.

(f) *Developer to provide list of acceptances to county, etc.* — Within 75 days after the giving of the notice required by § 11-102.1 of this title, the developer shall provide to any county, incorporated municipality or housing agency which has a right to purchase units in the rental facility under § 11-139 of this title a list of the names and units of all tenants who have validly accepted offers made under this section within 60 days of the giving of the notice required by § 11-102.1 of this title, except those offers which have terminated because of the granting of an extended lease under § 11-137 of this title.

(g) *Affidavit that provisions of section fulfilled.* — If a deed for a unit contains an affidavit by the grantor that the provisions of this section have been fulfilled, then the grantee in that deed takes title to the unit free and clear of all claims and rights of any person arising under this section.

(h) *Payment of vacating household's moving expenses.* — (1) If the household does not accept the purchase offer made under this section, the owner shall:

(i) If the household qualifies as to income under § 11-137(b)(1) of this title, pay the household \$375 when the household vacates the unit and reimburse the household for moving expenses as defined in § 11-101 of this title in excess of \$375 up to \$750 which are actually and reasonably incurred; or

(ii) If the household does not qualify as to income under § 11-137(b)(1) of this title, reimburse the household for moving expenses as defined in § 11-101 of this title up to \$750 which are actually and reasonably incurred.

(2) The household shall make a written request for moving expense reimbursement to the developer, accompanied by reasonable evidence of the costs incurred, within 30 days following moving. The developer shall reimburse the household within 30 days following receipt of the request.

§11-137. UNIT LEASED BY DESIGNATED HOUSEHOLD.

(a) *Definitions.* — (1) In this section the following words have the meanings indicated.

(2) "Annual income" means the total income from all sources, of a designated household, for the income tax year immediately preceding the year in which the notice is given under § 11-102.1 of this title, whether or not included in the definition of gross income for federal or State tax purposes. For purposes of this section, the inclusions and exclusions from annual income are the same as those listed in § 9-104(a)(8) of the Tax - Property

Article, "gross income" as that term is defined for the property tax credits for homeowners by reason of income and age, but shall not include unreimbursed medical expenses if the tenant provides reasonable evidence of the unreimbursed medical expenses or consents in writing to authorize disclosure of relevant information regarding medical expense reimbursement at the time of applying for an extended lease.

(3) "Designated household" means any of the following households:

(i) A household which includes a senior citizen who has been a member of the household for a period of at least 12 months preceding the giving of the notice required by § 11-102.1 of this title; or

(ii) A household which includes an individual with a disability who has been a member of the household for a period of at least 12 months preceding the giving of the notice required by § 11-102.1 of this title.

(4) (i) "Disability" means:

1. A physical or mental impairment that substantially limits one or more of an individual's major life activities; or

2. A record of having a physical or mental impairment that substantially limits one or more of an individual's major life activities.

(ii) "Disability" does not include the current illegal use of or addiction to:

1. A controlled dangerous substance as defined in §5-101 of the Criminal Law Article; or

2. A controlled substance as defined in 21 U.S.C. §802.

(5) "Household" means only those persons domiciled in the unit at the time the notice required by § 11-102.1 of this title is given.

(6) "Rental facility" means property containing 10 or more dwelling units intended to be leased to persons who occupy the dwellings as their residences.

(7) "Senior citizen" means a person who is at least 62 years old on the date that the notice required by § 11-102.1 of this title is given.

(8) "Unreimbursed medical expenses" means the cost of medical expenses not otherwise paid for by insurance or some other third party, including medical and hospital insurance premiums, co-payments, and deductibles; Medicare A and B premiums; prescription medications; dental care; vision care; and nursing care provided at home or in a nursing home or home for the aged.

(b) *Extension of lease.* — A developer may not grant a unit in a rental facility occupied by a designated household entitled to receive the notice required by § 11-102.1 of this title without offering to the tenant of the unit a lease extension for a period of at least 3 years from the giving of the notice required by § 11-102.1 of this title, if the household meets the following criteria:

(1) Had an annual income which did not exceed the income eligibility figure applicable for the county or incorporated municipality in which the rental facility is located, as provided under subsection (n) of this section;

(2) Is current in its rent payment and has not violated any other material term of the lease; or

(3) Has provided the developer within 60 days after the giving of the notice required by § 11-102.1 of this title with an affidavit under penalty of perjury:

(i) Stating that the household is applying for an extended lease under this section;

(ii) Setting forth the household's annual income for the calendar year preceding the giving of the notice required by § 11-102.1 of this title together with reasonable supporting documentation of the household income and, where applicable, of unreimbursed medical expenses or a written authorization for disclosure of relevant information regarding medical expense reimbursement by doctors, hospitals, clinics, insurance companies, or similar persons, entities, or organizations that provide medical treatment coverage to the household;

(iii) Setting forth facts showing that a member of the household is either an individual with a disability or a senior citizen who, in either event, has been a member of the household for at least 12 months preceding the giving of the notice required by § 11-102.1 of this title; and

(iv) Has executed an extended lease and returned it to the developer within 60 days after the giving of the notice required by § 11-102.1 of this title.

(c) *Items to be delivered simultaneously with the notice.* — The developer shall deliver to each tenant entitled to receive the notice required by § 11-102.1 of this title, simultaneously with the notice:

(1) An application on which may be included all of the information required by subsection (b)(3) of this section;

(2) A lease containing the terms required by this section and clearly indicating that the lease will be effective only if:

(i) The tenant executes and returns the lease not later than 60 days after the giving of the notice required by § 11-102.1 of this title; and

(ii) The household is allocated 1 of the units required to be made available to qualified households based on its ranking under subsection (k) of this section and the number of tenants executing and returning leases;

(3) A notice, delivered in the form specified in § 11-102.1(f) of this title, setting forth the rights and obligations of the tenant under this section; and

(4) A copy of the public offering statement which is registered with the Secretary of State.

(d) *Further notice by developer to household.* — Within 75 days after the giving of the notice required by § 11-102.1 of this title, the developer shall notify each household which submits to the developer the documentation required by subsection (b)(3) of this section:

(1) Whether the household meets the criteria of subsection (b) of this section, and, if not, an explanation of which criteria have not been met; and

(2) Whether the extended lease has become effective.

(e) *Information to be provided to county, etc., by developer.* — Within 75 days after the giving of the notice required by § 11-102.1 of this title, the developer shall provide to any county, incorporated municipality, or housing agency which has a right to purchase units in the rental facility under § 11-139 of this title:

(1) A notice indicating the number of units in the rental facility being made available to qualified households under subsection (k)(1) of this section;

(2) A list of all households meeting the criteria of subsection (b) of this section, indicating the ranking of each in relation to that number;

(3) A list of all households returning the affidavit required by subsection (b) of this section which do not meet all the criteria of subsection (b) of this section and copies of the notifications sent to these households under subsection (d) of this section; and

(4) A list of all households as to whom a lease has become effective.

(f) *Extended lease.* — (1) The extended lease shall provide for a term commencing on acceptance and terminating not less than 3 years from the giving of the notice required by § 11-102.1 of this title.

(2) Annually, on the commencement date of the extended lease, the rental fee for the unit may be increased. The increase may not exceed an amount determined by multiplying the annual rent for the preceding year by the percentage increase for the rent component of the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967 = 100), as published by the U.S. Department of Labor, for the most recent 12-month period.

(3) Except as this section otherwise permits or requires, the extended lease shall contain the same terms and conditions as the lease in effect on the day preceding the giving of the notice required by § 11-102.1 of this title.

(g) *Later opportunity to buy.* — A designated household which exercises its rights under this section shall not be denied an opportunity to buy a unit at a later date, if one is available.

(h) *Tenant's termination of extended lease.* — (1) A designated household which executes an extended lease under this section which is accepted thereafter may not terminate its extended lease under § 11-102.1 of this title. A designated household may terminate its extended lease at any time, with notice to the developer or any subsequent titleholder as follows:

(i) At least a 1-month notice in writing shall be given when less than 12 months remain on the lease; and

(ii) At least a 3-month notice in writing shall be given when 12 months or more remain on the lease.

(2) Any lease executed under this section shall set forth the provisions for termination contained in this subsection.

(i) *Transfer of title to person who is not member of designated household.* — The title to units subject to the provisions of this section may be granted to a person who is not a member of the designated household, provided that:

(1) The provisions of this section continue to apply despite any transfer of title to a unit occupied by a designated household as provided in this section;

(2) The designated household is provided written notice of the change of ownership of title by the new titleholder; and

(3) The vendor of any such unit provides the purchaser written disclosure that the unit is occupied by a designated household subject to the provisions of this section at the time of or prior to the execution of a contract of sale.

(j) *Occurrences terminating extended tenancy.* — The extended tenancy provided for in this section shall cease upon the occurrence of any of the following:

(1) 90 days after the death of the last surviving senior citizen or handicapped citizen residing in the unit, or 90 days after the last senior citizen or handicapped citizen residing in the unit has moved from the unit;

(2) Eviction for failure to pay rent due in a timely fashion or violation of a material term of the lease; or

(3) Voluntary termination of the lease by the designated household under subsection (h) of this section.

(k) *Allocation of units for designated households.* — (1) A developer shall set aside a percentage of the total number of units within a condominium for designated households. A developer is not required to grant extended leases covering more than 20 percent of the units within a condominium to designated households.

(2) If the number of units occupied by designated households which meet the criteria of subsection (b) of this section exceeds 20 percent, then the number of available units for tenancy under the provisions of this section shall be allocated as determined by the local governing body. If the local governing body fails to provide for allocation, then units shall be allocated by the developer, based on seniority by continuous length of residence.

(l) *Relocation of designated households.* — (1) If a conversion to condominium involves substantial rehabilitation or reconstruction of such a nature that the work involved does not permit the continued occupancy of a unit because of danger to the health and safety of the tenants, then any designated household executing an extended lease under the provisions of this section may be required to vacate their unit not earlier than the expiration of the 180-day period and to relocate at the expense of the developer in a comparable unit in the rental facility to permit such work to be performed.

(2) If there is no comparable unit available, then the designated household may be required to vacate the rental facility. When the work is completed, the developer shall notify the household of its completion. The household shall have 30 days from the date of that notice to return to their original or a comparable rental unit. The term of the extended lease of that household shall begin upon their return to the rental unit.

(3) The developer shall give 180 days' notice prior to the date that units must be vacated. The notice shall explain the household's rights under this subsection and subsection (m) of this section.

(m) *Payment of moving expenses and compensation to certain designated households.* — (1) The developer shall pay households that qualify as to income under subsection (b)(1) of this section \$375 when the household vacates the unit and for moving expenses as defined in § 11-101 of this title in excess of \$375 up to \$750 which are actually and reasonably incurred. The household shall make a written request for reimbursement accompanied by reasonable evidence of the costs incurred within 30 days of moving. The developer shall reimburse the household within 30 days following receipt of the request.

(2) If a household does not qualify as to income under subsection (b)(1) of this section, the developer shall reimburse moving expenses as defined in § 11-101 of this title, up to \$750, actually and reasonably incurred to the designated households eligible under this subsection. The designated household shall make a written request for reimbursement accompanied by reasonable evidence of the costs incurred within 30 days of moving. The developer shall reimburse the designated household within 30 days following receipt of the request.

(3) The developer shall also pay a compensation equivalent to 3 months' rent within 15 days of moving to the designated households eligible under this subsection.

(4) The following designated households which meet the applicable criteria of subsection (b) of this section are eligible under this subsection:

- (i) A designated household which does not execute an extended lease;
- (ii) A designated household which is precluded from having an extended tenancy by the limitation of subsection (k) of this section; or
- (iii) A designated household which is required to vacate their rental unit under subsection (l)(2) of this section.

(5) A developer shall also reimburse moving expenses as defined in § 11-101 of this title, up to \$750, actually and reasonably incurred, to a designated household who returns to their rental unit under subsection (l)(2) of this section. The designated household shall make a written request for reimbursement accompanied by reasonable evidence of the costs incurred within 30 days following the designated household's return. The developer shall reimburse the designated household within 30 days following receipt of the request.

(n) *Income eligibility figure.* — (1)(i) The Secretary of State shall prepare income eligibility figures for each county and standard metropolitan statistical area of the State.

(ii) Except in Baltimore City, the figures shall reasonably approximate:

- (1) 80 percent of the median household income for each county;
- (2) 80 percent of the median household income for each metropolitan statistical area; and

(3) The uncapped low income limits as adjusted for family size calculated by the U.S. Department of Housing and Urban Development for assisted housing programs.

(iii) In Baltimore City, the figure shall reasonably approximate 100% of the median household income for the Baltimore City Metropolitan Statistical Area.

(2) Except in Baltimore City, a county or incorporated municipality may by law, ordinance, or resolution select from the figures prepared by the Secretary of State under paragraph (1)(ii) of this subsection, the applicable income eligibility figure or figures to be used in the county or incorporated municipality.

(3) The figures prepared by the Secretary of State under paragraph (1)(iii) of this subsection shall be the income eligibility figure used in Baltimore City.

(4) Except in Baltimore City, if a county or incorporated municipality does not select an income eligibility figure or figures, 80 percent of the median household income for the county shall be used.

§ 11-138. LOCAL GOVERNMENT'S RIGHT TO PURCHASE RENTAL FACILITY.

(a) *"Rental facility" defined.* — In this section, "rental facility" means property containing 10 or more dwelling units intended to be leased to persons who occupy the dwellings as their residences.

(b) *Local law requiring right to purchase; mandatory provisions.* — (1) A county or an incorporated municipality may provide, by local law or ordinance, that a rental facility may not be granted to a purchaser for the purpose of subjecting it to a condominium regime unless the county, incorporated municipality or housing agency has first been offered in writing the right to purchase the rental facility on substantially the same terms and conditions offered by the owner to the purchaser. The local law or ordinance shall designate the title and mailing address of the person to whom the offer to the county, incorporated municipality or housing agency shall be delivered.

(2) The offer shall contain a contingency entitling the county, incorporated municipality or housing agency, to secure financing within 180 days from the date of the offer.

(3) Unless written acceptance of the offer is sooner delivered to the owner by the county, incorporated municipality or housing agency, the offer shall terminate, without further act, 60 days after it is delivered to the county, incorporated municipality or housing agency. If the offer terminates, the owner may grant the rental facility

to any person for any purpose on terms and conditions not more favorable to a buyer than those offered by the owner to the county, incorporated municipality or housing agency.

(4) If the county, incorporated municipality, or housing agency purchases the rental facility, it shall retain or provide for the retention of:

(i) The property as a rental facility for at least 3 years from the date of acquisition; or

(ii) At least 20 percent of the units in the facility as rental units for 15 years from the date of acquisition for households that do not exceed the applicable income eligibility figure under §11-137(n) of this title for the county or incorporated municipality in which the rental facility is located.

(c) *Certain rental facility owner exempt.* — A local law or ordinance adopted under subsection (b) of this section may provide that the owner of a rental facility is exempt from the provisions of this section if the purchaser of the rental facility enters into an agreement with the county, incorporated municipality, or housing agency to retain the property as a rental facility for a period not to exceed 3 years after the date of acquisition of the property.

(d) *Transfers to which right of purchase not applicable.* — The provisions of any local law or ordinance adopted under this section shall not apply to any of the following transfers of a rental facility:

(1) Any transfer made pursuant to the terms of a bona fide mortgage or deed of trust agreement;

(2) Any transfer to a mortgagee in lieu of foreclosure or any transfer pursuant to any other proceedings, arrangement or deed in lieu of foreclosure;

(3) Any transfer made pursuant to a judicial sale or other judicial proceeding brought to secure payment of a debt or for the purpose of securing the performance of an obligation;

(4) Any transfer of the interest of one co-tenant to another co-tenant by operation of law or otherwise;

(5) Any transfer made by will or descent or by intestate distribution;

(6) Any transfer made to any municipal, county or State government or to any agencies, instrumentalities or political subdivisions thereof;

(7) Any transfer to a spouse, son, or daughter;

(8) Any transfer made pursuant to the liquidation of a partnership or corporation; or

(9) Any transfer into a partnership or corporation wholly owned by the person(s) so contributing.

(e) *Waiver of right.* — Any county, incorporated municipality or housing agency, by execution and delivery by the appropriate official to the grantor of an instrument in recordable form, may waive its right to purchase a particular rental facility under this section.

(f) *Copy of local law to be forwarded to Secretary of State.* — Within 30 days of the enactment of a law or ordinance under this section, the county or incorporated municipality shall forward a copy of the law or ordinance to the Secretary of State.

§ 11-139. LOCAL GOVERNMENT'S RIGHT TO PURCHASE UNITS.

(a) *Local law providing right of purchase.* — (1) A county or an incorporated municipality may provide by local law or ordinance, that a unit in a rental facility occupied by a tenant entitled to receive the notice required by § 11-136 of this title may not be granted unless the county, incorporated municipality, or housing agency has first been offered in writing the right to purchase the unit at the same price and on the same terms and conditions initially offered for that unit to any other person. The local law or ordinance shall designate the title and mailing address of the person to whom the offer to the county, incorporated municipality or housing agency is to be delivered and the title of the person who may accept the offer on behalf of the county, incorporated municipality or housing agency.

(2) The local law or ordinance shall provide that the offer to the county, incorporated municipality or housing agency shall be made at the same time an offer is made to a tenant of the unit under § 11-136 of this title. If a tenant accepts an offer of a unit made under § 11-136 of this title, then the rights of the county, incorporated municipality or housing agency to such unit under an offer made under this section, whether or not accepted, shall terminate.

(3) Unless written acceptance of the offer is sooner delivered to the owner of the rental facility by the county, incorporated municipality or housing agency, the offer shall terminate, without further act, 120 days after it is delivered to the county, incorporated municipality or housing agency.

(b) *Aggregate purchase not to exceed 20 percent of units in condominium.* — A county, incorporated municipality or housing agency may not accept an offer made under this section for any unit if that unit together with the aggregate of other units previously accepted or not accepted, subject to an extended lease by a designated family under § 11-136 of this title, exceeds 20 percent of the total number of units in the condominium.

(c) *Affidavit that provisions of section fulfilled.* — If a grant for a unit contains an affidavit by the grantor that the provisions of any law or ordinance enacted under this section have been fulfilled, then the grantee in that grant takes title to the unit free and clear of all claims and rights of any county, incorporated municipality or housing agency under a local law or ordinance enacted under this section.

(d) *Copy of local law to be forwarded to Secretary of State.* — Within 30 days of the enactment of a law or ordinance under this section, the county or incorporated municipality shall forward a copy of the law or ordinance to the Secretary of State.

§ 11-139.1. ELECTRONIC TRANSMISSION OF NOTICE.

(a) *In general.* — Notwithstanding language contained in the governing documents of a council of unit owners, the council of unit owners may provide notice of a meeting or deliver information to a unit owner by electronic transmission if:

(1) The governing body of the council of unit owners gives the council of unit owners the authority to provide notice of a meeting or deliver information by electronic transmission;

(2) The unit owner gives the council of unit owners prior written authorization to provide notice of a meeting or deliver information by electronic transmission; and

(3) An officer or agent of the council of unit owners certifies in writing that the council of unit owners has provided notice of a meeting or delivered material or information as authorized by the unit owner.

(b) *Ineffective transmission.* — Notice or delivery by electronic transmission shall be considered ineffective if:

(1) The council of unit owners is unable to deliver two consecutive notices; and

(2) The inability to deliver the electronic transmission becomes known to the person responsible for the sending of the electronic transmission.

(c) *Same — Effect.* — The inadvertent failure to deliver notice by electronic transmission does not invalidate any meeting or other action.

§ 11-139.2. ELECTRONIC TRANSMISSION OF VOTES OR PROXIES.

(a) *In general.* — Notwithstanding language contained in the governing documents of the council of unit owners, the board of directors of the council of unit owners may authorize unit owners to submit a vote or proxy by electronic transmission if the electronic transmission contains information that verifies that the vote or proxy is authorized by the unit owner or the unit owner's proxy.

(b) *When anonymous voting required.* — If the governing documents of the council of unit owners require voting by secret ballot and the anonymity of voting by electronic transmission cannot be guaranteed, voting by electronic transmission shall be permitted if unit owners have the option of casting anonymous printed ballots.

§ 11-140. LEGISLATIVE INTENT; LOCAL LEGISLATIVE FINDING AND DECLARATION OF RENTAL HOUSING EMERGENCY; LOCAL LAWS AND REGULATIONS TO MEET EMERGENCY; COPIES.

(a) *Legislative intent.* — The intent of the General Assembly of Maryland is to facilitate the orderly development of condominiums in Maryland. The General Assembly recognizes, however, that the conversion of rental dwellings to condominiums can have an adverse impact on the availability of rental units, resulting in the displacement of tenants.

(b) *Local legislative finding and declaration of rental housing emergency.* — A county or incorporated municipality may, by legislative finding, recognize and declare that a rental housing emergency exists in all or part of its jurisdiction and has been caused by the conversion of rental housing to condominiums. The jurisdiction shall consider and make findings as to:

- (1) The nature and incidence of condominium conversions;
- (2) The resulting hardship to and displacement of tenants; and
- (3) The scarcity of rental housing.

(c) *Local regulations and laws to meet emergency.* — Upon finding and declaration of a rental housing emergency caused by the conversion of rental housing to condominiums, a county or an incorporated municipality may by the enactment of laws, ordinances, and regulations, take the following actions to meet the emergency:

(1) Grant to a designated family as defined in § 11-137 of this title a right to an extended lease for a period in addition to that period provided for in § 11-137 of this title. The right to an extended lease may not, in any event, result in a requirement that a developer set aside for an extended lease more than 20 percent of the total number of units.

(2) Otherwise extend any of the provisions of § 11-137 of this title except that:

- (i) More than 20 percent of the total number of units may not be required to be set aside; and
- (ii) The term of an extended lease for any family made a designated family by a county or an incorporated municipality may not exceed 3 years.

(3) Require that the notice required to be given under § 11-102.1 of this title be altered to disclose the effects of any actions taken under this section.

(d) *Copies.* — Within 10 days of the enactment of a law, ordinance, or regulation under this section, a county or incorporated municipality shall forward a copy of the law, ordinance or regulation to the Secretary of State.

§ 11-141. TITLE ADDITIONAL AND SUPPLEMENTAL.

(a) *In general.* — The provisions of this title are in addition and supplemental to all other provisions of the public general laws, the public local laws, and any local enactment in the State.

(b) *Descriptive terms.* — If the words "single family residential unit", "property", "blocks", or other designation denoting a unit of land, appear in the Code, the public local laws, or any local enactment, a reference to a condominium unit or regime, whichever is appropriate, is deemed inserted after these descriptive terms where appropriate to implement this title.

(c) *Conflict with other enactments.* — If the application of the provisions of this title conflict with the application of other provisions of the public general laws, public local laws, or any local enactment, in the State, the provisions of this title shall prevail.

§ 11-142. APPLICABILITY TO EXISTING CONDOMINIUMS.

(a) *In general.* — Except as otherwise provided in this section, this title is applicable to all condominiums. However, with respect to condominiums established before July 1, 1982, the declaration or master deed, bylaws, or condominium plat need not be amended to comply with the requirements of this title.

(b) *Applicability of §§ 11-114 and 11-123.* — Except to the extent that the declaration or master deed, bylaws, or plat provide otherwise, §§ 11-114 and 11-123 of this title are applicable to all condominiums.

(c) *Applicability of § 11-120.* — Unless the developer elects to conform to the requirements of § 11-120 of this title, § 11-120 of this title is not applicable to those condominiums created prior to July 1, 1974 under circumstances where the developer reserved the right to expand the condominium.

(d) *Compliance with § 11-124.* — As to condominiums created prior to July 1, 1981, compliance with § 11-124 of this title as in effect on June 30, 1981, is deemed compliance with § 11-126 of this title as effective on July 1, 1981.

(e) *Applicability of § 11-133.* — Section 11-133 of this title is applicable only to leases or management and similar contracts executed after July 1, 1974.

(f) *Applicability of §§ 11-127, 11-131, 11-136, 11-137, 11-138, 11-139, and 11-140.* — Sections 11-127, 11-131, 11-136, 11-137, 11-138, 11-139, and 11-140 of this title do not apply to the conversion of residential rental property for which a notice of intention to create a condominium was issued before July 1, 1981, if:

(1) (i) On or before March 15, 1982, units in the residential rental property have been publicly offered for sale as condominium units; and

(ii) On or before March 15, 1982, 35 percent of the units in the residential rental property are under a contract to be sold pursuant to a bona fide, arm's length transaction;

(2) (i) On or before March 15, 1982, the residential rental property has been subjected to a condominium regime, or, in the case of an expanding condominium, the residential rental property is shown on the condominium plat filed on or before March 15, 1982;

(ii) Units in the condominium have been publicly offered for sale on or before April 15, 1982; and

(iii) On or before May 15, 1982, at least 10 percent of the units in the condominium, or in the case of an expanding condominium, 10 percent of the total number of units to be contained in the condominium as fully expanded, are under a contract to be sold in a bona fide, arm's length transaction; or

(3) A developer or its affiliate entered into a contract to purchase the residential rental property between January 1, 1980 and December 31, 1980, and the developer or its affiliate does not meet the requirements of paragraph (1) or (2) of this subsection. Such a developer or its affiliate shall comply with §§ 11-136 and 11-137 of this title.

§ 11-143. SHORT TITLE.

This title may be cited as the Maryland Condominium Act.