

BRISTOL GREEN CONDOMINIUM

DECLARATION OF CONDOMINIUM

SEPTEMBER, 1994

IMP FD SURE \$ 2.00
MISC 75.00
TOTAL 77.00
Reg#H092 Rcr#18336
NDR SLG Bk#1763
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BRISTOL GREEN CONDOMINIUM

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DECLARATION

Table of Contents

<u>Article or Section</u>	<u>Heading</u>	<u>Page</u>
Article I.	Definitions.....	2
1.1	Specific Definitions.....	2
1.2	General Definitions.....	5
1.3	Consistency With Act.....	5
Article II.	Name.....	5
Article III.	Units and Common Elements.....	6
3.1	General.....	6
3.2	Units.....	6
3.3	The Common Elements.....	8
3.4	Presumption as to Existing Physical Boundaries of Units and Common Elements.....	9
3.5	Encroachment.....	9
Article IV.	Percentage Interests.....	10
4.1	General.....	10
4.2	Percentage Interests Before Expansion.....	10
4.3	Percentage Interests After Expansion.....	10
4.4	Characteristics of Percentage Interests.....	10
4.5	Relationship of Unit to Percentage Interests.....	11
Article V.	The Bylaws; the Council of Unit Owners; Votes; Council Property; Assessments.....	11
5.1	The Bylaws.....	11
5.2	The Council of Unit Owners.....	11
5.3	Votes.....	11

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<u>Article or Section</u>	<u>Heading</u>	<u>Page</u>
5.4	Council Property.....	12
5.5	Assessments.....	12
5.6	Representation on Community Association.....	12
Article VI.	Control of, and Rights in, Common Elements and Units.....	12
6.1	Conveyance or Dedication by Council of Easements or Other Rights in the Common Elements.....	12
6.2	Easements Benefiting Units.....	14
6.3	Development and Other Easements.....	15
6.4	Rights and Responsibilities of Unit Owners and Council.....	17
6.5	Control of Common Elements.....	18
6.6	Right of Entry.....	19
6.7	Management of Condominium.....	20
6.8	Proceeds of Insurance.....	20
6.9	Substantial or Total Destruction.....	23
6.10	Conflicts.....	23
Article VII.	Expansion of Condominium.....	24
7.1	Reservation of Right to Expand.....	24
7.2	Effectiveness of Expansion.....	24
7.3	Documentation.....	25
7.4	Buildings and Common Elements in the Future Phases.....	25
7.5	Maximum Number of Units.....	25
7.6	Effect of Expansion.....	25
7.7	Substantial Completion.....	26
7.8	VA and HUD Approval.....	26
Article VIII.	Rights of Mortgagees.....	26
8.1	General.....	26
8.2	Rights of First Refusal.....	27
8.3	Priority over Assessment; Sub- ordination to Community Assessment.....	27
8.4	Actions Conditioned on Mortgagee's Approval.....	27
8.5	Right to Inspect, to Receive Audited Statement and to Receive Notice.....	28
8.6	Rights in Event of Damage or Destruction.....	29
Article IX.	The Columbia Association and Long Reach Village Community Association....	30

<u>Article or Section</u>	<u>Heading</u>	<u>Page</u>
Article X.	General.....	31
10.1	Effectiveness.....	31
10.2	Assignment.....	32
10.3	Amendment and Termination.....	32
10.4	Waiver.....	35
10.5	Applicable Law.....	35
10.6	Headings.....	35
10.7	Severability.....	35
10.8	Construction.....	35
10.9	Contract Purchasers and Lessees.....	35
10.10	Exhibits.....	35
10.11	General Plan of Development.....	36
10.12	Liability of Unit Owners.....	36
10.13	Notices.....	36
10.14	Waiver of Reversionary Right.....	37
10.15	Declarant's Affirmation Pursuant to Section 11-102.1 of the Act.....	37
10.16	Annexation of Property into Long Reach Village and the Long Reach Village Declaration.....	37

List of Exhibits

- Exhibit A - Land Subject to Condominium Regime
- Exhibit B - Units and Ownership
- Exhibit C - Bylaws
- Exhibit D - Land That May be Subject to Condominium
Regime After Expansion

BRISTOL GREEN CONDOMINIUM

DECLARATION

THIS DECLARATION, made this _____ day of _____, 19____, by DOBBIN PARTNERS LIMITED PARTNERSHIP, a Maryland limited partnership, having an address at 6401 Golden Triangle Drive, Second Floor, Greenbelt, Maryland 20770 (hereinafter referred to as the "Declarant").

WITNESSETH, THAT WHEREAS the Declarant is the owner, in fee simple, of certain real property, situate and lying in Howard County, Maryland, which is hereinafter more particularly described (the "Property"); and

WHEREAS, the Declarant intends to construct thereon certain improvements, which improvements consist of one building containing twenty-four (24) residential Condominium Units and five (5) parking facility Condominium Units and the appurtenances thereto; and

WHEREAS, the Declarant intends by this Declaration to subject such land, improvements and appurtenances to a horizontal property regime pursuant to Sections 11-101, et seq. of the Real Property Article of the Annotated Code of Maryland (the "Maryland Condominium Act"); and

WHEREAS, the Declarant desires to reserve the right hereafter to subject to such condominium regime additional land, together with the improvements thereon, as more particularly described herein, and the appurtenances thereto, thereby expanding such condominium; and

WHEREAS, the Declarant has filed on the 19th day of September, 1994 in the office of the Clerk of the Circuit Court for Howard County, Maryland, the "Condominium Plat - Bristol Green Condo" consisting of Three (3) sheets (the "Plats") prepared by Teets, Powell & Associates, dated September 1, 1994, which Plats are recorded in Plat ~~Book~~ No. 11376 through 11378; and

WHEREAS, the Property and all additional land that may become subject to the condominium regime hereby created is a part of The Columbia Association, Inc. in Columbia, Howard County, Maryland.

NOW, THEREFORE, the Declarant hereby declares that all the Property described in Exhibit A attached hereto, together with all improvements hereinafter constructed thereon, and all rights, alleys, ways, privileges and appurtenances thereto (all of which land, improvements and appurtenances are hereinafter referred to collectively as the "Condominium"), is subject to a regime established under the provisions of the Maryland Condominium Act.

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

ARTICLE I. DEFINITIONS.

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

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

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

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

(4) "Board of Directors" shall mean the board of directors of the Council, as defined herein.

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

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

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

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

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

(10) "Community Architectural Committee" shall mean and refer to the Architectural Review Committee established under the Long Reach V Declaration and the Long Reach Declaration.

(11) "Community Articles" shall mean and refer to the Articles of Incorporation of the Community Association, as the same may from time to time be duly amended.

(12) "Community Assessment" shall mean and refer collectively or individually, as required by the context, to all or any of the assessments levied by the Community Association pursuant to the Community Declaration.

(13) "Community Association" shall mean and refer to The Columbia Association, Inc., or any successor entity charged with the duties, obligations and powers of said Community Association.

(14) "Community Bylaws" shall mean and refer to the Bylaws of the Community Association, as the same may from time to time be amended.

(15) "Community Declaration" shall mean the Deed, Agreement and Declaration of Covenants, Easements, Changes and Liens dated December 13, 1966, by and between The Columbia Park and Recreation Association, Inc., C. Aileen Ames and The Howard Research and Development Corporation recorded among the Land Records of Howard County, Maryland at Liber 436, page 158 and the Long Reach V Declaration.

(16) "Condominium" shall have the meaning given to it hereinabove until such time as it is expanded to include one or more Future Phases and, thereafter, the meaning shall be expanded to include each Future Phases, respectively.

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

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

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

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

(21) "Declarant" shall mean Dobbin Partners Limited Partnership, a Maryland limited partnership, and each person or entity to whom or which such named entity or other person who is the Declarant expressly assigns its rights as the Declarant hereunder in the manner set forth in Section 10.2 hereof.

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

(23) "Future Phases" shall have the meaning ascribed to it by the provisions of Section 7.1 hereto.

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

(25) "Long Reach Declaration" means that certain Long Reach Village Covenants-Deed, Agreement and Declaration dated May 15, 1970, by and between The Howard Research and Development Corporation, Vera H. Campbell and The Columbia Park and Recreation Association recorded among the Land Records of Howard County, Maryland in Liber 532, folio 181.

(26) "Long Reach V Declaration" shall mean the Long Reach V Declaration of Interim Covenants, Conditions and Restrictions dated December 7, 1993, made by The Howard Research and Development Corporation and recorded among the Land Records of Howard County, Maryland.

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

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

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

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

(31) "Parcel" shall mean that tract of land described in Exhibit A hereto and, as the Condominium is expanded, the land described on Exhibit D that becomes part of the Condominium.

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

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

(34) "Property" means the real property subject hereto at any point in time.

(35) "Rules and Regulations" or "Rules" shall mean the rules and regulations from time to time adopted by the Council pursuant to the Bylaws, as from time to time in effect.

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

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

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

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

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

ARTICLE II. NAME.

The Condominium shall be known as "Bristol Green Condominium."

ARTICLE III. UNITS AND COMMON ELEMENTS.

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

3.2. Units.

3.2.1. (a) So long as the Condominium has not been expanded pursuant to the provisions of Article VII, the Condominium shall contain twenty-four (24) residential Units and five (5) parking Units.

(b) From and after any such expansion, and until any further such expansion, the Condominium shall contain that number of Units equalling the total of (i) the number of Units contained therein immediately before such expansion, and (ii) the number of Units added to the Condominium by such expansion.

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

3.2.3. Each Unit shall have and be known by a number or letter, or combination thereof, corresponding to the number or letter, or combination thereof, shown with respect to it on the Condominium Plat, and, with respect to residential Units, together with the street address or building number of the building in which the Unit is located.

3.2.4. Except as may be otherwise provided herein, each Unit shall consist of all of the following:

(a) The space bounded by and contained within:

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

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

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

(ii) with respect to the upper horizontal limit, the uppermost surface of the drywall constituting the ceiling of such Unit, provided, however, that with respect to those

Units having vaulted ceilings, the upper limit is not a horizontal plane but is as shown on the Plat; and

(iii) with respect to the lower horizontal limit, the upper surface of the gypcrete or other underlayment or, with respect to a Unit located on the terrace (lowermost) level of a building, the upper surface of the concrete slab; and

(b) Any circuit breaker panel, electrical meter, gas meter and any and all gas or electrical installations and fixtures (including, by way of example rather than of limitation, and all outlets, meters, switches, lampholders or other electrical or gas service terminals, wherever located) which exist for the exclusive use of such Unit, and all wiring and conduits running from any such circuit breaker panel to any such installation or fixture.

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

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

(e) All sprinkler heads located within such Unit, but not the sprinkler lines to which such heads are connected, which shall be General Common Elements.

(f) All fireplaces within such Unit, but not the fireplace flues which shall be General Common Elements, nor the exterior fluestacks which shall also be General Common Elements.

(g) All range hoods or bath fans for such Unit, and all duct work connecting the same to any common exhaust duct serving such Unit as well as other Units, provided, however, that any exhaust ducts connecting any common exhaust duct to the exterior of any building shall be deemed to be a General Common Element.

(h) All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, including, by way of example rather than of limitation, all sinks, faucets, commodes, bathtubs, shower stalls, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such Unit as well as other Units.

(i) All regular windows, storm windows, screens, sliding doors and regular doors which are set within any of the walls of such Unit.

(j) Any smoke detectors serving such Unit.

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

3.2.5. Anything contained in the foregoing provisions of this Section 3.2 to the contrary notwithstanding, whenever there is located within the boundaries of a Unit, as described hereinabove, either (a) any loadbearing or structural wall, partition or column, or (b) any main, duct, stack, raceway, wire, conduit, line, drain, pipe, meter or other similar thing or device used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit, such Unit shall not include the loadbearing or structural portions of such wall, partition or column, or such thing or device.

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

3.3. The Common Elements.

3.3.1. The Common Elements (a) shall consist of all of the Condominium other than Units the legal title to which is held by a person other than the Council, and (b) shall be comprised of the Limited Common Elements and the General Common Elements.

3.3.2. The Limited Common Elements.

(a) The Limited Common Elements shall consist of those Common Elements which are designated as Limited Common Elements on the Condominium Plat and shall be comprised of the following classes of Limited Common Elements:

(i) "Patio Limited Common Elements" which shall include each of those Limited Common Elements located on the ground surface specifically designed by such name on the Condominium Plat;

(ii) "Balcony Limited Common Elements" which shall include each of those Limited Common Elements constituting decks specifically designated by such name of the Condominium Plat.

(b) The exclusive right to use, and the absolute obligation to maintain in a manner acceptable to the Board of Directors, each of the Balcony Limited Common Elements and Patio Limited Common Elements shall be, and is hereby, reserved and restricted exclusively to the Unit Owner of the Unit immediately adjacent to such Limited Common Elements.

3.3.3. The General Common Elements. The General Common Elements shall consist of all of the Common Elements including, without limitation, all fireplace flues in or serving fireplaces in Units, but not the fireplaces themselves, other than the Limited Common Elements.

3.3.4. Ownership of the Common Elements. The Common Elements shall be owned by all of the Unit Owners, each of whom shall have that undivided percentage interest therein which is established pursuant to the provisions of Article IV hereof.

3.4. Presumption as to Existing Physical Boundaries of Units and Common Elements.

The existing physical boundaries of any Unit or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries shown on the Condominium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether (a) there has occurred any shifting, settlement or lateral movement of the building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) there exists any minor variation between the boundaries shown on the Condominium Plat and the existing physical boundaries.

3.5. Encroachment.

If any of the improvements included within the Common Elements encroach upon any Unit, or if any of the improvements included within a Unit encroach upon another Unit or the Common Elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any building or other improvement forming part of the Condominium which occurs for any reason (including, by way of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain) an easement for such encroachment and for the maintenance of the

improvements so encroaching shall exist for so long as such improvements exist.

ARTICLE IV. PERCENTAGE INTERESTS.

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

4.2. Percentage Interests Before Expansion. So long as the Condominium has not been expanded pursuant to the provisions of Article VII,

4.2.1. each Unit Owner's undivided percentage interest in the Common Elements shall equal the percentage which is set forth with respect to his Unit in a schedule attached hereto as Exhibit B; and

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

4.3. Percentage Interests After Expansion. From and after any expansion of the Condominium pursuant to the provisions of Article VII, each Unit Owner's undivided percentage interest in the Common Elements, and each Unit Owner's percentage interest in the Common Expenses and Common Profits, shall be as set forth on Exhibit B following the applicable expansion. In the event that the Declarant determines to expand the Condominium in a different order than as set forth on Exhibit B, then each Unit Owner's undivided percentage interest in the Common Elements, and each Unit Owner's percentage interest in the Common Expenses and Common Profits, shall be as set forth on the applicable amendatory document to this Declaration.

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

4.4.1. each Unit Owner and each Mortgagee has consented thereto in writing (except where such change is made pursuant to the provisions of this Article IV and Article VII, or Section 11-107(d) of the Act), and

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

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

**ARTICLE V. THE BYLAWS; THE COUNCIL OF UNITS OWNERS;
VOTES; COUNCIL PROPERTY; ASSESSMENTS.**

5.1. The Bylaws. The affairs of the Condominium shall be governed in accordance with the Bylaws, the initial form of which is attached as Exhibit C hereto, is to be recorded among the Land Records of Howard County simultaneously herewith, and may be amended from time to time in accordance with the provisions thereof and of the Act, this Declaration and such Bylaws.

5.2. The Council of Unit Owners.

5.2.1. The affairs of the Condominium shall be governed by The Council of Unit Owners of Bristol Green Condominium, Incorporated, an entity which is both a council of unit owners under the provisions of the Act and a nonstock corporation organized and existing under the law of Maryland.

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

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

5.3. Votes.

Each Unit Owner shall be entitled to cast at meetings of the Council the number of votes set forth on Exhibit B regardless of whether the Condominium has been expanded. The Votes which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from, his Unit. Nothing in the foregoing provisions of this paragraph shall be deemed (i) to prohibit any Unit Owner from giving a proxy to cast such Votes to any person in accordance with the provisions and subject to the limitations of this Declaration and the Bylaws, or (ii) to alter or impair the operation and effect of any provision of this Declaration, the

Bylaws or applicable law pursuant to which a Unit Owner's exercise of such right may be conditioned upon his having furnished to the Council any information which he is required to furnish under any such provision.

5.4. Council Property. Except for his ownership of a percentage interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of his status as such or as a member of the Council, have either (a) any right, title or interest in or to any of the Council's property or other assets, or (b) any right to possess, use or enjoy any such property or other assets, other than as is expressly conferred upon him by the provisions of the Act, this Declaration, the Bylaws or the Council.

5.5. Assessments. The Council may obtain funds for the payment of Common Expenses from time to time by levying assessments (each of which is hereinafter referred to as an "Assessment") against the Unit Owners and their respective Units in proportion to their respective percentage interests in the Common Expenses and Common Profits, all upon the terms, for the purposes and subject to the conditions which are set forth in the provisions of the Act, this Declaration and the Bylaws.

5.6. Representation on Community Association. Upon annexation of the Property into the Long Reach Village Declaration, the Condominium will become part of Long Reach Village, one of the Villages comprising Columbia, Maryland. At such time, Unit Owners will have the opportunity to seek election to the Long Reach Village Board of Directors, which represents Long Reach Village in connection with Columbia Association affairs.

ARTICLE VI. CONTROL OF, AND RIGHTS IN, COMMON ELEMENTS AND UNITS.

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

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

6.1.2. Notwithstanding the foregoing, the Board of Directors may grant easements, rights-of-way, licenses, leases in the Common Elements in excess of one (1) year or similar interests for the provision of utility services or communication systems for the exclusive benefit of Units within the Condominium, provided that such grant is first approved by the affirmative vote of a majority of the Directors and further provided that such grant is otherwise in compliance with all of the applicable requirements of Section 11-125(f) of the Act.

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

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

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

(c) grant easements, rights-of-way, licenses, leases in excess of one (1) year and other similar interests provided such grant has been approved in accordance with the provisions of subsections 6.1.1 or 6.1.2;

(d) grant to the Declarant an easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvement of the types enumerated in the provisions of Section 6.3;

(e) execute, enseal, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, ensealing, acknowledgment, delivery or recordation of which in the name of and on behalf of the same is deemed appropriate by the Council in order to effectuate the provisions of this Section 6.1 or to exercise any of the rights and powers granted to the Council under this Section 6.1; and

(f) grant to the Declarant, for the benefit of the Future Phases or any one or more of them (whether or not they or each of them are then or thereafter part of the Condominium), as easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvement.

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

6.2. Easements Benefiting Units.

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

6.2.2. Each Unit shall have the benefit of a perpetual, non-exclusive easement for the use of:

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

(b) each sidewalk, parking lot, corridor, stairway or entranceway which from time to time is part of the General Common Elements for unrestricted ingress and egress to and from his Unit.

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

(a) such use is in accordance with applicable law and the provisions of this Declaration, the Bylaws and the Rules and Regulations;

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

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

(d) no person shall do anything in the General Common Elements which would constitute a violation of the Community Declaration.

6.2.4. The conveyance of the title to any Unit having the benefit or the burden of an easement created by any of the provisions of this Declaration shall constitute a conveyance of such benefit or burden, without the necessity of any reference thereto in any instrument by which such conveyance of title is made. No such benefit or burden may be conveyed other than with a conveyance of the title to such Unit. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements is void unless the Unit to which that interest is allocated is also transferred.

6.3. Development and Other Easements.

6.3.1. The Declarant shall have, and the Declarant hereby reserves, irrevocable, non-exclusive easements in, over and through the Common Elements:

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

(b) for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities, to and from their respective points of connection with those respective public utility liens and facilities to which the same are to be connected, from and to each Unit or Future Phase (even if not then a part of the Condominium) for the benefit of (i) the Declarant and its personal representatives, successors and assigns as owner of the Future Phases or any one or more of them or any Unit or other portion thereof, (ii) each resident or other occupant of such Future Phases, Unit or other portion, and (iii) their respective agents, employees, invitees, visitors and guests; and

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

6.3.2. The Declarant shall have, and the Declarant hereby reserves, easements in, over and through the Common Elements and the Units for the purpose of servicing and performing warranty work on the Units and the Common Elements, for the purpose of performing fine grading, seeding, sodding and landscaping, and for the purpose of constructing or modifying other Units.

6.3.3. The burden of such easements shall terminate with respect to the Common Elements when and only when the benefit thereof has terminated with respect to all of the parcels and Units pursuant to the provisions of subsection 6.3.4.

6.3.4. (a) The benefit of such easements shall terminate with respect to any Future Phase not contained within the Condominium at the seventh (7th) anniversary of the date hereof, upon such anniversary; and (b) with respect to any parcel contained within the Condominium at such anniversary, upon the latest to occur of (i) the completion of the construction of the improvements to be constructed by the Declarant within such parcel, (ii) three (3) years after the conveyance of record by the Declarant (to a person who, by virtue of such conveyance, is the Unit Owner of such Unit and has not succeeded to the Declarant's right, title and interest as the Declarant under this Declaration), of the legal title to each Unit within such Parcel, and (iii) the expiration of all warranty obligations of the Declarant with respect to all of the Units and Common Elements contained in such Parcel.

6.4. Rights and Responsibilities of Unit Owners and Council.

6.4.1. Rights and Responsibilities of Unit Owner with Respect to Maintenance, Repair and Replacement of Units and Limited Common Elements. Each Unit Owner shall:

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

(b) in accordance with all applicable laws and after obtaining all required permits, maintain, repair and replace (i) the heating and air conditioning system, hot water heater and smoke detector serving his Unit, (ii) all fixtures, equipment and appliances installed in his Unit, (iii) all chutes, flues, ducts, conduits, wires, pipes and other apparatus forming a part of his Unit (other than the portions of such items deemed to be General Common Elements hereunder), and (iv) the sprinkler heads within his Unit, but such maintenance, repair and replacement of the sprinkler heads shall be performed only by a contractor designated by the Council;

(c) wash, maintain, repair and replace the glazing, windows, screens, storm windows, doors (including sliding glass doors and screens installed as part of sliding glass doors) which are a part of his Unit, excluding the exterior finished surface of the entry door and doorframe to such Unit and the exterior finished surface of the window frames to such Unit;

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

(e) make all routine repairs and perform all ordinary maintenance with respect to the Balcony Limited Common Elements and Patio Limited Common Elements appurtenant to such Unit Owner's Unit and keep such Balcony Limited Common Elements and Patio Limited Common Elements in a neat and clean condition and free of standing water; provided, however, that all structural repairs and replacements to (including any repair or replacement of the structure thereof, including any retaining walls) and all exterior painting of such Balcony Limited Common Elements and Patio Limited Common Elements shall be the obligation of the Council;

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

(g) prior to performing any repair work of any kind, the responsibility for which lies with the Council, furnish the Council with written notice of the same (provided that the Council's failure to take action on any such notice shall not be

deemed a waiver by it of its said responsibility, a consent by it to the taking of such action, or an agreement by it to bear the expense of such work; and further provided, that the Unit Owner shall abide by any terms specified by the Council relating to the conduct of such work); and

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

6.4.2. Responsibilities of Council with Respect to Maintenance, Repair and Replacement of Common Elements.

(a) Except as provided in paragraph (e) of subsection 6.4.1, the Council shall maintain, repair and replace all General Common Elements and Limited Common Elements, including all structural repairs and replacements to Limited Common Elements and all exterior painting of same, the costs of all of which shall be Common Expenses.

(b) In particular, the Council (i) shall paint and maintain the exterior surfaces of all exterior doors, door frames and window frames, except that the replacement and cleaning of all glass and glazing therein shall be the responsibility of the Unit Owner, (ii) shall paint or stain the exterior surfaces of all Balcony Limited Common Elements which, in either event, are of wooden construction, and (iii) shall paint, maintain and clean the internal lobbies and stairwells of each condominium building.

(c) The Council shall maintain, repair and periodically clean the portions of fireplace flues deemed to be General Common Elements, the costs of which shall be a Common Expense.

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

6.5.1. borrow money to improve the Common Elements in accordance with the provisions of this Declaration, and secure its repayment by subjecting any or all of the General Common Elements to the lien of a mortgage or by pledging all or any portion of the Assessments; provided that anything contained in the provisions of such mortgage to the contrary notwithstanding, if there is a default in the performance of the borrower's obligations thereunder, the mortgagee's remedies on a count of such default shall, as to the property covered by such lien, be limited to those of (a) taking possession of any or all of the same, (b) thereafter charging admission or other fees as a condition to the continued use thereof by the Unit Owners, their family members and guests,

and (c) if necessary and if not prohibited by applicable law, opening the enjoyment thereof to the general public or any segment thereof until such debt is satisfied;

6.5.2. take such steps as are reasonably necessary to protect such property against foreclosure under such mortgage (including, by way of example rather than of limitation, that of opening the enjoyment thereof to the general public or any segment thereof, as aforesaid);

6.5.3. may adopt reasonable Rules and Regulations as it deems appropriate with respect to the use of the Common Elements, including the Limited Common Elements, by Unit Owners, their family members, invitees and guests or any other person, in accordance with the provisions of the Bylaws and the Act; and

6.5.4. may not alter or remove any sidewalks or ramps intended to provide access for Units initially constructed for use by a handicapped person without the prior written consent of the Unit Owner of such Unit and shall at all times designate by appropriate signage one parking space in close proximity of such Unit as "handicapped parking."

6.6. Right of Entry.

6.6.1. The Council, acting through the Board of Directors, its officers, or any management company for the Condominium, and their duly authorized representatives and employees, may enter any Unit whenever such entry is reasonably necessary in order (a) to install, inspect, maintain, repair or replace any of the Common Elements to which access can reasonably be obtained only through such entry, or (b) to maintain, repair or replace any portion of such Unit if such maintenance, repair or replacement is the responsibility of the Council or is necessary to prevent injury or damage to any other Unit or to the Common Elements. Such costs incurred by the Council shall become the Unit Owner's obligation and shall be payable and may be enforced in the same manner as Assessments for Common Expenses.

6.6.2. Except in the event of an emergency situation, the Board of Directors or the Manager shall provide reasonable notice prior to exercising such right of entry. Exercise of such right of entry either following reasonable notice or in the event of an emergency situation shall not constitute a trespass by the Council, the Board of Directors, the Manager or their respective agents and employees.

6.7. Management of Condominium.

6.7.1. The Council may enter into an agreement with a professional management company to provide management services to the Council for the Condominium. Such agreement:

(a) shall expressly provide that the Council may, without the consent of any other party thereto and without payment of any termination fee or penalty, terminate such agreement (i) for cause at any time provided that it has given to each other party thereto written notice of its intention to do so by not later than thirty (30) days before the effective date of such termination, and (ii) without cause at any time provided that it has given to each other party thereto written notice of its intention to do so by not later than ninety (90) days before the effective date of such termination;

(b) shall be for a term of not more than one (1) year; and

(c) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, shall provide that no such renewal provision and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Council to such agreement for longer than (1) year from the date of such renewal or combination of renewals.

6.7.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, the Council shall not effectuate any decision by it both (a) to terminate any such management agreement, and (b) thereafter to assume or undertake the management of the Condominium without utilizing or employing professional management services with respect to the same, without obtaining the prior approval of Eligible Mortgagees who represent at least fifty-one percent (51%) of the Votes of Units that are subject to Mortgages held by Eligible Mortgagees.

6.8. Proceeds of Insurance.

6.8.1. Receipt and Distribution of Proceeds by Council. The Council shall:

(a) receive any proceeds which are payable under any policy of casualty or physical damage insurance held by it, and shall hold and distribute the same in trust for the purposes set forth in this Section, for the benefit of the Unit Owners, their respective Mortgagees, the Council and any other insured thereunder; and

(b) not make any distribution of any such proceeds directly to a Unit Owner where a mortgagee endorsement is noted on the certificate of insurance covering his Unit, but shall make any such distribution only to such Unit Owner and his Mortgagee jointly.

6.8.2. Adjustment of Losses. Each Unit Owner shall be deemed to have delegated to the Council his right to adjust with the insurer all losses which are payable under policies purchased by the Council.

6.8.3. Repair or Reconstruction Following a Casualty.

(a) Except as may be otherwise provided by the Act, or this Declaration, if any of the improvements which are insured by the Council are damaged or destroyed, they shall be fully and promptly repaired and restored by the Council using any proceeds of insurance which are payable on account of the same and are held by the Council, and each Unit Owner shall be liable for the payment of the deductible provided for in any such policy or policies in effect except to the extent that such deductible is deemed to be a Common Expense by the Council.

(b) The Council (subject to the operation and effect of the provisions of Section 6.10) shall be responsible for restoring such improvements to and only to substantially the same condition as they were in immediately prior to the occurrence of any damage to, or the destruction of, the same. If, as a result of such repair or reconstruction, any change is made in the location of the improvements within any Unit or the Common Elements, the Council shall record among the Land Records of Howard County an amendment to the Condominium Plat which relocates the boundaries of such Unit or the Common Elements so as to conform to the location of such improvements as so changed, and shall hold a power of attorney from each Unit Owner and Mortgagee for such purpose.

6.8.4. Estimate of Cost of Repair. Immediately after the occurrence of any damage to, or the destruction of, any or all of the Condominium which the Council is required to repair, the Board of Directors shall obtain a reliable and detailed estimate of the cost thereof (including, by way of example rather than of limitation, the cost of any professional service or bond which the

Board of Directors desires to obtain in connection with such repair).

6.8.5. Construction Fund. Any proceeds of insurance received by the Council as a result of any damage to, or the destruction of, the Condominium, and any other sums received by the Council from any Unit Owner as a result thereof, shall constitute a construction fund which shall be disbursed by the Council in payment of the costs of the reconstruction and repair thereof, in the following manner:

(a) If the amount of the estimated cost of reconstruction and repair of the damaged or destroyed portion of the Condominium is less than One Hundred Thousand Dollars (\$100,000.00), such construction fund shall be disbursed from time to time by the Council in payment of such cost upon authorization by the Board of Directors; provided that at the written request of any Mortgagee which is a beneficiary of any such fund, such fund shall be disbursed in the manner set forth in the provisions of paragraph (b) of this subsection.

(b) If the amount of the estimated cost of reconstruction and repair of the damaged or destroyed portion of the Condominium is not less than One Hundred Thousand Dollars (\$100,000.00), such construction fund shall be disbursed in payment of such cost upon the approval of such disbursement by an architect or professional engineer licensed to practice in Maryland and employed by the Council to supervise such reconstruction and repair, from time to time as such reconstruction and repair progress. Such architect or professional engineer shall be required to furnish to the Council a certificate giving a brief description of the services and materials supplied by each contractor, subcontractor, materialman, architect, engineer or other person who has rendered services or furnished materials in connection with such reconstruction and repair, and stating (1) that the sum requested by each such person in payment therefor is justly due and owing, and does not exceed the value of the services and materials furnished; (2) that there is, to the best of such architect's or engineer's knowledge, information and belief, no other outstanding debt incurred for such services and materials as so described; and (3) that the cost, as reasonably estimated by such architect or engineer, for so much of such repair and reconstruction as remains to be done after the date of such certificate does not exceed the amount which will remain in such construction fund after the payment therefrom of the sum so requested.

(c) If any amount remains in such construction fund after the reconstruction or repair of such casualty damage has been fully completed and all of the costs thereof have been paid, such

portion shall be distributed to the Unit Owners and their insured Mortgagees, as their respective interests may appear.

6.9. Substantial or Total Destruction.

6.9.1. Grounds for Not Reconstructing. Any portion of the Condominium which is damaged or destroyed shall be repaired and reconstructed unless (a) the Condominium is terminated pursuant to the provisions of the Act and this Declaration, (b) the reconstruction and repair of such portion would be illegal under any applicable Maryland or local health or safety statute or ordinance, or (c) at least eighty percent (80%) of the Unit Owners (including every Unit Owner of a Unit which would not be reconstructed) vote not to reconstruct such portion at a special meeting of the Council held pursuant to the provisions of the Bylaws.

6.9.2. Distribution of Proceeds. If pursuant to the provisions of subsection 6.9.1. such damage or destruction is not to be repaired or reconstructed, subject to the provisions of Section 8.6 hereof, the net proceeds of any insurance which are payable to the Council as a result of such damage or destruction shall be held in one fund, which shall be used or distributed by the Council as follows:

(a) the net proceeds attributable to damaged Common Elements shall be used to restore such damaged Common Elements to a condition compatible with the remainder of the Condominium;

(b) the net proceeds attributable to Units and Limited Common Elements which are not to be rebuilt shall be distributed to the Unit Owners of such Units in accordance with the provisions of the Act; and

(c) the remainder of such net proceeds shall be distributed to all of the Unit Owners in proportion to their respective undivided percentage interests in the Common Elements.

6.10. Conflicts. Except to the extent otherwise required by the Act, the provisions of subsections 6.9 and 6.10 shall govern in lieu of any provisions of the Act concerning restoration and repair and the use of insurance proceeds.

ARTICLE VII. EXPANSION OF CONDOMINIUM.

7.1. Reservation of Right to Expand. The Declarant hereby reserves, for a period of seven (7) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Section) to expand the Condominium by subjecting to the Condominium regime, and thereby adding to the Condominium from time to time, Future Phases, which are designated and delineated on the Condominium Plat as Future Phase 2 through Future Phase 6 respectively, together with all of the respective improvements thereon, and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anyway appertaining (each of which Future Phases, together with such improvements thereon and appurtenances thereto, hereinafter sometimes is referred to as a Future Phase and in the plural, one or more of them sometimes is referred to hereinafter as "Future Phases"). Such Future Phases may be added to the condominium in such order as the Declarant, in its sole and absolute discretion, from time to time determines. All of the real property comprising Future Phase 2 through Future Phase 6 is more particularly described in Exhibit D attached hereto.

7.2. Effectiveness of Expansion. Any such expansion shall be accomplished by, and shall be and become effective upon and only upon,

7.2.1. the amendment of this Declaration by the recordation among the Land Records of an appropriate amendatory instrument which expressly states:

(a) the number of residential Units and parking facility Units and the land to be included by way of such expansion;

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

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

7.2.2. the amendment of the Condominium Plat by the recordation among the Land Records of an appropriate amendatory plat (consisting of one or more sheets) setting forth the detail and information as to the Future Phases, the Units and the Common

Elements added to the Condominium by such expansion, the setting forth of which therein is required by applicable law to effectuate such expansion.

7.3. Documentation. Except to the extent that the form and contents of any such amendatory instrument or plat are dictated by the Declaration and/or by applicable law, they may be determined by the Declarant in the exercise of its sole discretion, and the effectiveness of neither any such expansion nor the execution or recordation of any such instrument or plat shall be conditioned upon any person (other than the Declarant) having consented thereto or joined therein (including, by way of example rather than of limitation, any Unit Owner). The Declarant shall be entitled to execute and/or record any such instrument or plat and/or take any other action with respect thereto which, in the Declarant's opinion, is necessary or desirable to effectuate the provisions of this Section.

7.4. Buildings and Common Elements in the Future Phases. The boundaries of each of the Future Phases and the outlines of those portions thereof which, if added to the Condominium, as aforesaid, will constitute buildings or be part of the Common Elements, are shown in general terms on the Condominium Plat, but may by such amendment be revised in any manner not inconsistent with the provisions of this Declaration and the Act. Any and all development and improvements in each of the Future Phases shall be consistent, in terms of quality of construction, with the improvements of Phase 1.

7.5. Maximum Number of Units. The maximum number of residential Units which may be added to the Condominium as the result of any such expansion shall be ninety-six (96) resulting in a total of one hundred twenty (120) residential Units in the Condominium when fully expanded. The maximum number of parking facility Units which may be added to the Condominium as the result of any expansion shall be twenty-five (25) resulting in a total of thirty (30) parking facility Units in the Condominium when fully expanded.

7.6. Effect of Expansion. Upon any such expansion of the Condominium,

7.6.1. the title to the Future Phase thereby added to the Condominium shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it were part of the Condominium on the date hereof; and

7.6.2. each Mortgage in effect immediately before such expansion shall, automatically and without the necessity of any

action by any party thereto, be deemed to encumber the undivided percentage interest in the Common Elements which is appurtenant to that Unit, the title to which is encumbered by such Mortgage, as and only as such undivided percentage interest and the Common Elements exist immediately after such expansion.

7.7. Substantial Completion. Anything contained in the provisions of this Article VII to the contrary notwithstanding, any improvement shown on the Condominium Plat, as the same may be amended pursuant to the provisions of this Declaration, shall be substantially complete before an expansion of the Condominium adding the Future Phase in which such improvement is located. All such improvements shall be consistent in quality of construction with any comparable improvements in the Condominium.

7.8. VA and HUD Approval. Anything to the contrary contained in this Declaration notwithstanding, no expansion of the Condominium (or merger with any successor condominium regime) shall be effected without the prior written approval of the Veterans Administration, the Department of Housing and Urban Development and Fannie Mae if such agencies insure or guarantee any Mortgages on Units and if such agencies require such approval. In the event of any conflict between any rules, regulations or requirements of HUD, VA or FNMA and any provision of this Declaration or the Bylaws or in the event of any omission of any requirement of HUD, VA or FNMA from this Declaration or the Bylaws, this Declaration and/or the Bylaws shall be deemed to be modified such that the HUD, VA or FNMA rule, regulation or requirement shall control in the event of a conflict or this Declaration and/or the Bylaws shall be deemed to be supplemented in the event of any such omission.

ARTICLE VIII. RIGHTS OF MORTGAGEES.

8.1. General.

8.1.1. Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the Bylaws and applicable law which would otherwise be held by such Unit Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, unless such rights are exercisable only by a Unit Owner pursuant to applicable law, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

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

8.2. Rights of First Refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Council.

8.3. Priority over Assessment; Subordination to Community Assessment. The interest in a Unit held by a Mortgagee thereof under its Mortgage shall be:

8.3.1. free of any claim or lien for any Assessment which is levied against such Unit prior to the recordation of such Mortgage (unless prior to such recordation a statement of lien [as that term is defined by the provisions of Section 14-201 of the Maryland Contract Lien Act, and sufficient for the purposes thereof] covering such Assessment is recorded); and

8.3.2. free of any such claim or lien arising after such recordation of such Mortgage, and before such Mortgagee is a Mortgagee in Possession of such Unit.

THE LIEN OF ALL MORTGAGEES IS SUBORDINATE
TO THE COMMUNITY ASSESSMENT

8.4. Actions Conditioned on Mortgagee's Approval.

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

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

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

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

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

(i) the Condominium is terminated pursuant to Section 10.3 hereof;

(ii) repair or replacement would be illegal under any state or local health or safety statute; or

(iii) eighty percent (80%) of the Unit Owners, including every Unit Owner of a Unit which would not be rebuilt and every Unit Owner to whom the use of a Limited Common Element which would not be rebuilt is assigned, vote not to rebuild.

8.5. Right to Inspect, to Receive Audited Statement and to Receive Notice.

8.5.1. Right to Inspect and to Receive Audited Statement. A Mortgagee shall, upon written request of the Council, be entitled to (a) inspect the Council's books and records during normal business hours, and (b) receive an annual audited financial statement of the Council within ninety (90) days following the end of any fiscal year of the Council.

8.5.2. Right to Notice. A Mortgagee, upon written request of the Council (which request must state the name and address of the Mortgagee and the Unit number of the Unit which its Mortgage encumbers) shall be entitled to be given timely written notice by the Council of:

(a) any proposed action of the Council which, under the provisions of subsection 6.7.2 or 10.3.3 requires the consent of a specified percentage of Eligible Mortgagees;

(b) any proposed termination of the Condominium Regime;

(c) any condemnation or eminent domain proceeding or casualty loss affecting either a material portion of the Condominium or the Unit securing its Mortgage;

(d) any default in the performance by the Unit Owner of the Unit on which such Mortgagee holds a Mortgage of any obligations under the Declaration, Bylaws or Rules and Regulations which is not cured within sixty (60) days;

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

8.6. Rights in Event of Damage or Destruction.

8.6.1. If any part or all of a Unit is damaged substantially, destroyed or made the subject of any condemnation or eminent domain proceeding, or the acquisition thereof is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Act and this Declaration (including, by way of example rather than of limitation, those of such provisions which govern the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the common Elements, percentage interests in the Common Expenses and Common Profits and the Votes which are appurtenant to the Units, and any restoration or repair of the Condominium necessitated thereby). Without limitation upon the foregoing, Mortgagees shall have the following protections in connection with destruction and/or taking in condemnation of the Condominium property:

(a) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard is required to be substantially in accordance with the Declaration and the original plans and specifications unless the approval of Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by Mortgagees are allocated, is obtained.

(b) Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property requires the approval of Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to Mortgages held by Mortgagees are allocated.

8.6.2. Nothing in the provisions of this Declaration, the Bylaws or the Condominium Plat shall entitle the Unit Owner of a Unit or any other party to priority over any Mortgagee of such Unit in the distribution with respect to such Unit of the proceeds of (a) any insurance which accrue as a result of any such damage or destruction, or (b) any award or settlement made as a result of any such condemnation, eminent domain proceeding or acquisition.

ARTICLE IX. THE COLUMBIA ASSOCIATION AND LONG
REACH VILLAGE COMMUNITY ASSOCIATION

It is understood that the property subject to this Declaration is further subject to certain provisions of the Community Declaration, which, among other things, created certain covenants and other rules covering the new town of Columbia, Maryland. Among the provisions of the Community Declaration is the obligation to pay certain assessments to the Community Association, which obligation is enforceable by means of a lien on the Units in the Condominium. Unit Owners shall pay such assessments directly to the Association and the Council of Unit Owners shall not act as agent for the Community Association. The lien for assessments payable to the Community Association shall be enforceable by the Community Association in the manner set forth in the Community Declaration, and is superior to any and all other charges, liens and encumbrances which may be imposed upon such property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

The Community Declaration contains various "protective covenants" which are binding upon the Condominium Units and the property subject hereto and are in addition to covenants and obligations created by this Declaration and the Bylaws.

The Property is also subject to the Long Reach V Declaration, which, among other things, imposes certain covenants and restrictions upon the Property and creates an Architectural Review Committee that has certain review and approval rights concerning the construction of and alteration of the Property, including the Units. Violations of such covenants and restrictions entitles the declarant thereunder, or the Architectural Review Committee, to enter upon the Property, including any Unit, to abate such violation. The cost of such abatement is a binding, personal obligation of the Unit Owner in question and is a lien upon the Unit in question. The Architectural Review Committee created by the Long Reach V Declaration will adopt the "Architectural Committee Guidelines for Residential Construction in Columbia dated November 13, 1985," which governs the activities of the Architectural Review Committee and the rules and regulations concerning Unit construction and alteration.

The Howard Research and Development Corporation ("HRD"), the entity from which Declarant purchased the Property, has reserved the right to subject the Condominium to the Long Reach Declaration. Declarant has executed a document entitled "Conditional Declaration of Annexation" in order to accomplish the annexation of the

Condominium into Long Reach Village and subject the Condominium to the Long Reach Declaration. In order to accomplish formally such annexation, HRD must either (a) obtain approval from the Federal Housing Administration of such annexation or (b) obtain approval of two-third (2/3) of the members of the Long Reach Village Community Association of such annexation. The Declarant, including its successors, including the Unit Owners and the Council of Unit Owners, has agreed to assist and cooperate with HRD in its efforts to annex the Condominium into Long Reach Village and subject the Condominium to the Long Reach Declaration. The Declarant has agreed that, if HRD is not successful in obtaining the required approvals in order to cause the Condominium to be annexed into the Long Reach Declaration, the Declarant, or its successors, including the Unit Owners and the Council of Unit Owners, will subject the Property to covenants similar in form and substance to the Long Reach Declaration. The above-described agreements and obligations are binding upon the Unit Owners and the Council of Unit Owners.

The Long Reach Declaration contains certain covenants and other rules covering the Condominium and creates an association board vested with certain rights. The association board's rights include the right to charge members reasonable dues and to assess members reasonable pro rata assessments for capital improvements; provided, however, that such dues and assessments are not enforceable obligations against any member nor do they create liens against any property subject to the Long Reach Declaration. The sole remedy for failure to pay such dues and assessments is the suspension of a delinquent member's voting rights and the right to use land owned by the Long Reach Village Community Association. In order to regain the right to vote and use land owned by the Long Reach Village Community Association, a delinquent member need only pay the then current dues and assessments and need not pay delinquent dues and assessments for prior years. The Long Reach Village Declaration creates an Architectural Review Committee which is charged with enforcing applicable architectural controls covering the construction and alteration of improvements. The Long Reach Village Declaration also provides for various easements in favor of the Long Reach Village Community Association which may encumber the Condominium.

ARTICLE X. GENERAL.

10.1. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Declarant and recorded among the Land Records of Howard County.

10.2. Assignment.

10.2.1. The Declarant shall be entitled at any time to assign to any person or persons any or all of its right, title and interest hereunder (including, by way of example rather than of limitation, the Declarant's rights (and any proxy) under, or held pursuant to, the provisions of Articles VI and VII) by an instrument which makes specific reference to this subsection, and is executed and delivered by the Declarant and recorded among the Land Records of Howard County. Notwithstanding any such assignment, the Declarant shall remain liable for the performance of the obligations of the Declarant hereunder.

10.2.2. The Declarant from time to time hereafter may 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.

10.3. Amendment and Termination.

10.3.1. Except as provided in subsections 10.3.2, 10.3.3 and 10.3.4 and except as provided in Article VII, this Declaration and the Condominium Plat may be amended with and only with the prior, express written consent thereto of eighty percent (80%) of the Unit Owners, acting in accordance with the provisions of the Act.

10.3.2. Notwithstanding the provisions of subsection 10.3.1, this Declaration and the Condominium Plat may be amended with and only with the prior express, written consent thereto of each Unit Owner and each Mortgagee acting in accordance with the provisions of the Act if:

(a) such amendment would effect a change in (i) the boundaries of any Unit, (ii) the individual percentage interest in the Common Elements or the percentage interest in the Common Expenses and Common Profits which is appurtenant to any Unit, or (iii) the number of Votes held by the Unit Owner of any Unit;

(b) such amendment would permit any Unit to be used for other than a residential use;

(c) such amendment would modify in any way rights expressly reserved for the benefit of the Declarant (including, without limitation, the provisions of Section 6.3, Article VII, Section 10.2 and paragraph 10.3.3(c) or provisions required by any governmental authority (including, without limitation, Section 7.7, Article VIII and subsection 10.3.4) or provisions for the benefit of any public utility, any such amendment also requiring the

express written consent of the Declarant, regardless of whether the Declarant is then a Unit Owner;

(d) such amendment would redesignate General Common Elements as Limited Common Elements (or vice versa); or

(e) such amendment would modify this subsection 10.3.2.

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

(a) for purposes of the provisions of subsection 10.3.1, an amendment of the Bylaws in accordance with the provisions thereof shall not be deemed an amendment of this Declaration;

(b) the Bylaws may be amended by and only by the affirmative vote of Unit Owners having at least sixty-six and two-thirds percent (66-2/3%) of the total number of Votes then held by all of the Unit Owners;

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

(d) nothing in the foregoing provisions of subsections 10.3.1 and 10.3.2 shall be deemed in any way to require the consent of each Unit Owner and each Mortgagee to any amendment of this Declaration made pursuant to the provisions of Section 11-107(d) or Section 11-115 of the Act, so long as such amendment is made in accordance with such provisions of the Act.

10.3.4. Anything contained in any of the provisions of this Declaration notwithstanding, this Declaration and the Condominium Plat may be amended with and only with the approval of Eligible Mortgagees who represent at least fifty-one percent (51%) of the Votes of Units that are subject to Mortgages held by Eligible Mortgagees if the amendment would effect a change in:

(a) Voting rights;

(b) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, and/or the priority of assessment liens;

(c) reduction in reserves for maintenance, repair and replacement of the Common Elements;

- (d) responsibility for maintenance and/or repairs;
- (e) reallocation of the individual percentage interests in the Common Elements or the rights to use Limited Common Elements and General Common Elements;
- (f) redefinition of the boundaries of Units other than as referred to in subsection 10.3.3(d);
- (g) conversion of Units into Common Elements or vice versa;
- (h) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium other than in accordance with Article VII;
- (i) hazard or fidelity insurance requirements;
- (j) any restrictions on the leasing of Units;
- (k) the imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- (l) a decision by the Council of the Unit Owners to establish self-management;
- (m) any provision requiring the restoration or repair of the Condominium after a casualty or condemnation; and
- (n) any provisions that expressly benefit mortgage holders, insurers or guarantors.

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

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

10.3.7. An Eligible Mortgagee shall be deemed to have approved any action referred to in subsections 10.3.4, 10.3.6 or 6.7.2 if the Eligible Mortgagee fails to submit a response to any written proposal with respect to the foregoing within thirty (30)

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days after such Eligible Mortgagee receives notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

10.4. Waiver. Neither the Declarant nor the Council shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. Without limiting the generality of the foregoing, no delay or omission by the Declarant or the Council in exercising any such right shall be deemed to be a waiver of the exercise thereof. No such waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise thereof, or with respect to any other such right.

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

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

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

10.8. Construction. All references made herein in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

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

10.10. Exhibits. Each writing or plat which is referred to herein as being attached hereto as an exhibit or is otherwise

designated herein as an exhibit hereto is hereby made a part hereof.

10.11. General Plan of Development.

10.11.1. The provisions of this Declaration, the Bylaws and the Condominium Plat shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Unit and the Common Elements, but shall not bind upon any Future Phases unless and until such Future Phases are added to the Condominium pursuant to Article VII.

10.11.2. Subject to the provisions of the Act, if any Unit Owner, lessee or family member of a Unit Owner or other person fails to comply with any of the provisions of this Declaration, the Bylaws, the Rules and Regulations or the Condominium Plat, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief or both, in the Council and each Unit Owner (including the Declarant if he is a Unit Owner), and the prevailing party shall be entitled to recover all of its expenses incurred in bringing such an action against such person.

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

10.12. Liability of Unit Owners.

The liability of each person who, together with one or more other persons, is a Unit Owner or a lessee for the adherence to the terms and the satisfaction of the conditions hereof and of the Bylaws shall be joint and several.

10.13. Notices.

10.13.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to the Declarant, the Council, a Unit Owner or any other person shall be in writing, and shall be provided by first-class mail, postage prepaid, or by hand delivery.

10.13.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless a Unit Owner has notified the Council of its status as such and furnished the Council with its Notice Address in accordance with the provisions

of the Bylaws, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the Council, (b) to participate in the consideration of or cast any vote on any question voted upon by the Membership, or (c) otherwise to be recognized as such by the Council.

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

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

10.16 Annexation of Unit Owners into Long Reach Village and the Long Reach Declaration. By accepting a Unit subject to the terms and conditions of this Declaration, the Unit Owners, on their own behalf and on behalf of the Council, hereby agree to assist and cooperate with The Howard Research and Development Corporation in connection with the annexation of the Condominium into Long Reach Village and the subjection of the Condominium to the Long Reach Declaration.


IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed and ensealed on their behalves by their duly authorized representatives, the day and year first above written.

WITNESS:

DOBBIN PARTNERS LIMITED
PARTNERSHIP

By: Dobbin Bozzuto Limited
Partnership, General Partner

By: BA Dobbin Investment
Company, General Partner



By: Richard L. Boales (SEAL)
Name: RICHARD L. BOALES
Title: V.P.

ACKNOWLEDGEMENT

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, ^{COUNTY OF ANNE ARUNDEL} TO WIT:

I HEREBY CERTIFY that on this 8th day of SEPTEMBER, 1993⁴, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Richard L. Boales, who acknowledged himself to be the V.P. of BA Dobbin Investment Company, General Partner of Dobbin Bozzuto Limited Partnership, General Partner of Dobbin Partners Limited Partnership and that he as such V.P., being authorized so to do executed the foregoing instrument on behalf of such corporation on behalf of Dobbin Bozzuto Limited Partnership in its capacity as General Partner of Dobbin Partners Limited Partnership for the purposes therein contained by signing the name of the corporation by himself as such V.P.

AS WITNESS my hand and Notarial Seal the day and year first above written.

Jill A. Stender
Notary Public

My Commission expires:

1-1-95

CERTIFICATION

THE UNDERSIGNED hereby certifies that the above instrument was prepared by an attorney admitted to practice before the Court of Appeals of Maryland, or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland, or by one of the parties named in the instrument.

Mark P. Keener
Mark P. Keener

AFTER RECORDING, PLEASE RETURN TO:

Mark P. Keener
Gallagher, Evelius & Jones
Park Charles - Suite 400
218 N. Charles Street
Baltimore, Maryland 21201

1036MPK.koz
12/9/93
6182

JOINDER AND CONSENT OF TRUSTEES

George D. Decker and Raymond E. Schlissler, as trustees under that certain Indemnity Deed of Trust, Assignment of Rents and Security Agreement dated December 13, 1993, and recorded among the Land Records collectively of Howard County, Maryland in Liber 3096, folio 59, as amended and/or supplemented by that certain Loan Document Modification Agreement dated July 8, 1994 by and between Declarant and George D. Decker and Raymond E. Schlissler and recorded among the Land Records of Howard County, Maryland in Liber 3298, folio 206, and that certain supplement to Indemnity Deed of Trust, Assignment of Rents and Security Agreement dated July 8, 1994 by and between Declarant and George D. Decker and Raymond E. Schlissler and recorded among the Land Records of Howard County, Maryland in Liber 3298, folio 221 (collectively, the "Deed of Trust"), hereby join in the aforesaid Declaration of Condominium for the sole purpose of expressing consent thereto and of binding, subjecting and subordinating the Deed of Trust and their interest in the property encumbered by the Deed of Trust to the terms of the aforesaid Declaration of Condominium.

WITNESSETH:

Valerie J. Roberts

George D. Decker (SEAL)
George D. Decker, Trustee

Valerie J. Roberts

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

ACKNOWLEDGEMENTS

STATE OF MARYLAND, COUNTY/CITY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 14th day of September, 1994, before me, the undersigned Notary Public of the State of Maryland, personally appeared George D. Decker, known to me (or satisfactorily proved) to be the person who executed the foregoing instrument, and acknowledged that he executed the same in the capacity and for the purposes therein recited.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

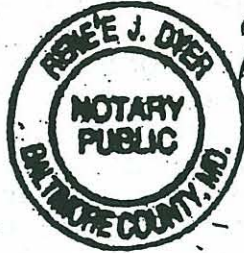


Renee J. Dyer
NOTARY PUBLIC
My Commission Expires June 17, 1997

STATE OF MARYLAND, COUNTY/CITY OF Baltimore, to wit:

I HEREBY CERTIFY, that on this 14th day of September 1994, before me, the undersigned Notary Public of the State of Maryland, personally appeared Raymond E. Schlissler, known to me (or satisfactorily proved) to be the person who executed the foregoing instrument, and acknowledged that he executed the same in the capacity and for the purposes therein recited.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Renee J. Dyer
NOTARY PUBLIC
My Commission Expires: June 17, 1997

EXHIBIT A

Land Subject to Condominium Regime

1036MPK.kof
12/9/93
6182

EXHIBIT "A"

**Description of
PHASE ONE
BRISTOL GREEN CONDOMINIUM
being part of Parcel C-1
Columbia
Village of Long Reach
Section 4 - Area 3**

September 6, 1994

Being part of the land conveyed to Dobbin Partners Limited Partnership, a Maryland limited partnership, by The Howard Research and Development Corporation, a Maryland corporation, by deed dated December 15, 1993 and recorded in the land records of Howard County, Maryland as Liber 3096, Folio 51, said property also being part of Parcel C-1 as shown on a subdivision plat called "Columbia, Village of Longreach, a portion of Section 4 - Area 3" and recorded as Plat number 11060 among the said land records and being more particularly described as follows:

Beginning for the same at a point marking the westerly end of the N 90°00'00" W, 129.67 foot line of the aforesaid plat and thence running so as to cross and include a portion of Parcel C-1

- 1. **South 10°29'46" East, 44.23 feet to a point; thence**
2. **with a curve to the left having a radius of 75.00 feet, an arc distance of 60.07 feet and a chord bearing and distance of South 67°08'15" West, 58.48 feet to a point; thence**
3. **with a curve to the right having a radius of 75.00 feet, an arc distance of 117.14 feet and a chord bearing and distance of South 88°56'12" West, 105.59 feet to a point; thence**
4. **North 46°18'51" West, 35.85 feet to a point; thence**
5. **with a curve to the right having a radius of 150.00 feet, an arc distance of 31.00 feet and a chord bearing and distance of North 40°23'37" West 30.94 feet to a point; thence**

6. South $55^{\circ}31'37''$ West, 30.00 feet to a point; thence
7. North $83^{\circ}26'55''$ West, 73.65 feet to a point on the easterly side of a 60' right-of-way known as Dobbin Road; thence running with the said easterly right-of-way
8. with a curve to the left having a radius of 630.41 feet, an arc distance of 83.58 feet and a chord bearing and distance of North $02^{\circ}45'09''$ East, 83.52 feet to a point; thence
9. North $01^{\circ}02'45''$ West, 49.93 feet to a point; thence leaving Dobbin Road so as to cross and include a portion of Parcel C-1
10. South $89^{\circ}55'03''$ East, 60.27 feet to a point; thence
11. with a curve to the right having a radius of 162.00 feet, an arc distance of 89.87 feet and a chord bearing and distance of North $27^{\circ}47'39''$ East, 88.72 feet to a point marking the westerly end of the South $43^{\circ}41'11''$ West, 51.32 foot line of the aforesaid Plat 11060; thence running with the dividing lines of Parcels C-1 and C-2 of the aforesaid plat
12. North $43^{\circ}41'11''$ East, 51.32 feet to a point; thence
13. with a curve to the right having a radius of 87.00 feet, an arc distance of 34.14 feet and a chord bearing and distance of North $54^{\circ}55'37''$ East, 33.92 feet to a point; thence
14. South $23^{\circ}49'47''$ East, 42.00 feet to a point; thence
15. with a curve to the right having a radius of 45.00 feet, an arc distance of 40.50 feet and a chord bearing and distance of South $88^{\circ}02'51''$ East, 39.15 feet to a point; thence
16. with a curve to the left having a radius of 105.00 feet, an arc distance of 50.68 feet and a chord bearing and distance of South $76^{\circ}05'31''$ East, 50.19 feet to a point; thence
17. South $89^{\circ}55'07''$ East, 22.52 feet to a point; thence
18. South $00^{\circ}00'00''$ East, 188.08 feet to the point of beginning containing 67,857 square feet or 1.5578 acres of land,

EXHIBIT B

<u>Building</u>	<u>Unit Designation</u>	<u>Percentage Interest</u>	<u>Votes</u>
<u>Residential Units</u>			
5900 Millrace Court	101B-Millstone	3.767	1
5900 Millrace Court	102B-Millstone	3.767	1
5900 Millrace Court	103C-Springhouse	4.224	1
5900 Millrace Court	104C-Springhouse	4.224	1
5900 Millrace Court	201B-Millstone	3.767	1
5900 Millrace Court	203B-Millstone	3.767	1
5900 Millrace Court	203B-Springhouse	4.224	1
5900 Millrace Court	204C-Springhouse	4.224	1
5900 Millrace Court	301B-Millstone	3.767	1
5900 Millrace Court	302B-Millstone	3.767	1
5900 Millrace Court	303C-Springhouse	4.224	1
5900 Millrace Court	304C-Springhouse	4.224	1
5960 Millrace Court	101C-Springhouse	4.224	1
5960 Millrace Court	102C-Springhouse	4.224	1
5960 Millrace Court	103B-Millstone	3.767	1
5960 Millrace Court	104B-Millstone	3.767	1
5960 Millrace Court	201C-Springhouse	4.224	1
5960 Millrace Court	202C-Springhouse	4.224	1
5960 Millrace Court	203B-Millstone	3.767	1
5960 Millrace Court	204B-Millstone	3.767	1
5960 Millrace Court	301C-Springhouse	4.224	1
5960 Millrace Court	302C-Springhouse	4.224	1
5960 Millrace Court	303B-Millstone	3.767	1
5960 Millrace Court	304B-Millstone	3.767	1
<u>Parking Units</u>			
	1	.821	0
	2	.821	0
	3	.821	0
	4	.821	0
	5	.821	0