

SANDTOWN-WINCHESTER CONDOMINIUM

CONDOMINIUM DECLARATION

THIS DECLARATION, made in Baltimore City, State of Maryland, this 13th day of September, 1984, by Sandtown-Winchester Condominium Development Corporation, a corporation organized and existing under the laws of the State of Maryland, and the American National Building and Loan Association of Baltimore City, Lender.

WHEREAS, by Deeds dated: August 10, 1980 for 904 N. Fulton Avenue, in fee; October 13, 1983 for 906 N. Fulton Avenue, in fee; October 13, 1983 for 908 N. Fulton Avenue, leasehold; 1984 for 908 N. Fulton Avenue, ground rent; March 29, 1984 for 910, 912, and 914 N. Fulton Avenue, in fee; and recorded among the Land Records of Baltimore City, Maryland in Liber S.E.B. 92 Folio 810, Liber S.E.B. 0127 Folio 424, Liber S.E.B. 0127, Folio 424, Liber S.E.B. 0213 Folio 751, Liber S.E.B. 0204 Folio 884, Liber S.E.B. 0204 Folio 885, the Sandtown-Winchester Condominium Development Corporation, (hereinafter called "Developer") acquired all those certain parcels of land and the improvements thereon, more particularly described in Exhibit A attached hereto and made a part hereof by reference; and

WHEREAS, the improvements upon the parcels of land include one (1) four-story building known as 904 N. Fulton Avenue and five (5) three-story buildings known as 906, 908, 910, 912 and 914 N. Fulton Avenue, with each building containing three (3) condominium units; and

WHEREAS, it is the intention of Developer to subject the parcels of land and the improvements thereon to a condominium regime (all of which parcels of land, improvements thereon and appurtenances thereto, either at this time or at any time hereafter, being hereinafter collectively referred to as the "Condominium"), and to that end, Developer has caused to be prepared by Kennedy, Porter and Associates and a series of plats (hereinafter called the "Condominium Plats") consisting of 3 sheets, entitled "Sandtown-Winchester Condominium", dated September 17, 1985.

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

ARTICLE I

DECLARATION OF CONDOMINIUM

Developer does hereby declare its intent and does subject to a condominium regime pursuant to Title II of the Real Property Article, Annotated Code of Maryland (the "Act"), all those parcels of ground lying in Baltimore City, State of Maryland, more particularly described in Exhibit A attached hereto and made a part hereof which is encompassed within the area shown and designated on the Condominium Plats.

TOGETHER WITH the buildings and improvements thereon erected and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, however, subject to the following:

- (i) Deeds as mentioned and referenced above.

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Said parcels of land and the improvements constructed thereon are shown on the Condominium plats, which are incorporated herein by reference. The condominium plats are recorded or are intended to be recorded simultaneously herewith among the Condominium Plat Books of the Land Records of Baltimore City.

ARTICLE II

Name

The name of the Condominium shall be:

SANDTOWN WINCHESTER CONDOMINIUM

ARTICLE III

Description of Condominium

The Condominium shall consist of the land described in Exhibit A attached hereto, the appurtenances thereto and the improvements erected thereon, as shown on the Condominium Plats. The improvements consist of eighteen (18) condominium units located within the six (6) buildings.

The Condominium is divided in the manner and to the extent depicted on the Condominium Plats into Condominium units and common elements, which are further subdivided into Limited Common Elements and General Common Elements.

ARTICLE IV

Description of Units

Units will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto, and also an undivided percentage interest in the common elements of the Condominium as set forth in Article VI hereof.

The dimensions, area and locations of each unit are shown graphically and as noted on the Condominium Plats, provided, however, that the existing physical boundaries of any unit or common element constructed or reconstructed in substantial conformity to the Condominium Plats shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries, as described herein or shown on the Condominium Plats, and the existing physical boundaries of any such unit or common element.

Each Condominium unit shall have and be known by a number or letter, or combination thereof, corresponding to the number or letter, or combination thereof shown on the Condominium Plats and the individual floor plans for the building in which located.

The Condominium shall contain eighteen (18) residential units. The location within the Condominium, and the dimensions, of each unit are shown on the Condominium Plats and are more particularly defined by the provisions of this Article IV.

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

1. (a) A horizontal and vertical property space or area extending horizontally from the interior unfinished surface of the

exterior masonry or frame walls, to the unit side or surface of the framing portion of the partition walls separating the unit from an adjoining unit, corridor, hall or other common element or common elements so that each unit includes any plaster, paint or wall covering on all of said walls, but excludes all doors and windows; and, extending vertically from the top or surface of the subfloor of the unit to the upper surface of the ceilings of the unit.

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

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

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

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

(f) 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, hot or cold pipes or drain pipes connecting any of the same with any common water or drain pipes serving such unit as well as another unit.

(g) 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.

(h) The wooden porch-deck located outside the rear entrance and appurtenant to all units except the garden units.

(i) The area of each garden unit condominium shall include the patio (cement area) appurtenant to each garden unit.

2. Each Condominium unit shall consist of the area shown shaded as Condominium Unit area in the Condominium Plats. Each unit shall include the exclusive right to all space and facilities located within the area described for such unit which are not designated as General Common Elements or Limited Common Elements herein.

Anything contained in the foregoing provisions of this Article IV to the contrary notwithstanding, as described hereinabove, no unit shall include (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 which is used in providing any utility or service to any portion of the Condominium other than, or in addition to, such unit.

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 parts 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 of threatened exercise of a power of eminent domain) in accordance with the provisions of this Declaration, the By-Laws and applicable law, an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist.

ARTICLE V

Description of Common Elements

The common elements include all of the Condominium, except the units. The common elements are divided into Limited Common Elements and General Common Elements.

Limited Common Elements. The Limited Common Elements of the Condominium shall consist of the following:

A. Those portions of the common elements, which, by the provisions of this Declaration or the Condominium Plats, are designated as such, and as being reserved under the provisions of the Declaration for the exclusive use of a unit owner or unit owners of one or more, but less than all, of the units.

B. The right to the use of each of the Limited Common Elements shall be, and is hereby, so reserved and restricted to the respective unit owner or unit owners in accordance with such designation.

C. With respect to each unit, each of the following shall constitute Limited Common Elements which are hereby reserved for the exclusive use by the unit owners thereof;

(1) Any and all sky lights, windows, shutters, lights, awnings, doors, screen doors, and window boxes, which are set within or attached to any of the exterior surfaces of the unit.

D. With respect to each of the three (3) units within each building, and except as otherwise provided, each of the following shall constitute Limited Common Elements which are hereby reserved for the use in common by the unit owners thereof;

(1) The fences in rear yard area appurtenant to any building together with the fence surrounding it. The exclusive right to use such rear yard area and fence shall be deemed an easement in common appurtenant to the three (3) units within each building and shall run with the title to the units. (Pursuant to Article IV Section 1, the cement pad appurtenant to the garden unit is part of said unit and for the exclusive use of the owners thereof).

(2) Any and all stairways, stairwells, vestibules, gates, fences, front stoops, and the paved walkways, if any, appurtenant to each building. The exclusive right to use such stairways, stairwells, vestibules, gates, fences, front stoops, and paved walkways shall be deemed an easement in common appurtenant to the two (2) units within each building and shall run with the title to the units. The unit owners having the right to use such stairways, stairwells, vestibules, gates, fences, front stoops, and paved walkways, shall be jointly liable for the maintenance, care, cleaning and repair of the same at their expense.

(3) All structural parts of the building, including the structural floor slabs; outside walls of the building (not including glass) supporting columns throughout the building; hallways, chutes, and machinery and equipment for the operation of the building, but not the roof.

(4) The trash storage areas to the rear of each building and yard. The exclusive right to use the trash storage areas shall be deemed an easement in common appurtenant to the three (3) units within each building and shall run with the title to the three (3) units.

E. The section of fence dividing the yards of two buildings, the fire escape shared by two buildings shall constitute Limited Common Elements of the six (6) units of the two buildings.

F. Except as otherwise provided in the Declaration or By-Laws, any expense of ordinary maintenance or repair relating to such Limited Common Elements shall be the responsibility of the owner or the unit to which the element is appurtenant or the unit owner sharing such elements, but all structural maintenance, repair or replacement thereof shall be treated and paid for as a part of the common expenses of the Council unless the same be caused by negligence or deliberate act of an individual unit owner or other persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such Limited Common Elements referred to in this part shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

General Common Elements. The General Common Elements of the Condominium shall consist of:

A. All the common elements not described above as a part of the Limited Common Elements, including, but not limited to the parking spaces in the rear of the buildings which shall be for the use of the Condominium owners without restriction, the roofs of the buildings, and the drainspouts and raingutters of the buildings.

Any expense of maintenance, repair or replacement relating to the General Common Elements and structural maintenance, repair or replacement of the General Common Elements, shall be treated and paid for as part of the common expense of the Council unless the same shall be caused by the negligence or deliberate act of an individual unit owner or other persons residing in a unit with the unit owner's actual or implied consent or permission, in which case expenses of maintenance, repair or replacement relating to such General Common Elements referred to in this part shall be borne by and assessed against the individual unit owner, less the amount of any insurance benefits received by the Council on account thereof.

ARTICLE VI

Interest Acquired

Each unit in the Condominium has all of the incidents of real property under applicable law and the owner of a unit shall have such estate therein as may be acquired in real property, including an estate in fee simple absolute and shall have the same estate as to an undivided percentage interest in the common elements in the Condominium equal to that set forth in Exhibit B attached hereto. 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.

The percentage interest of each unit owner in the common expenses and common profits of the Condominium shall be that set forth in Exhibit B attached hereto. Water is furnished to the three (3) units in each building through one meter per building held by the unit owners in common, and the Council of Unit Owners shall pay, as a common expense, all charges of such water. However, the Council of Unit Owners shall bill each unit owner, as part of the unit owner's common expense assessment, for the units pro rata share of the water bill for the building in which such unit is located equal to an amount determined by multiplying the amount of the water bill for the building by a fraction, the numerator of which shall be the square footage of livable floor space within the unit and the denominator of which shall be the square footage of livable floor space within the three (3) units in the building, as set forth for each unit in Exhibit B hereto.

Nothing in this Declaration shall be deemed to require that either the undivided percentage interest in the Common Elements or the percentage interest in the common expenses and common profits of the Condominium of any unit owner be determined by reference to the value, for any purpose and irrespective of how determined, of any of the units or the Condominium, or both, to the extent that such reference is not otherwise required by applicable law.

These percentage interest shall have a permanent character, may not be separated from the respective units to which they are appurtenant and except as provided herein, and may not be changed without the written consent of all of the unit owners and their mortgagees.

ARTICLE VII

Administration

The administration of the Condominium shall be by the Council of the Unit Owners (herein called the "Council"), an unincorporated association established by the By-Laws appended to this Declaration, and shall be in accordance with the laws of the State of Maryland and with the provisions of this Declaration, the By-Laws and any proper amendments thereof.

ARTICLE VIII

Votes

The number of votes at meetings of the Council appurtenant to each unit in the Condominium shall be that set forth in Exhibit B attached hereto.

ARTICLE IX

Compliance

Each owner shall comply with the provisions of this Declaration, the By-Laws and the decisions and resolutions of the Council or its representatives, as lawfully amended from time to time and uniformly enforced, and failure to comply with any such provisions, decision or resolution, shall be grounds for an action by the Council for damages, foreclosure and/or injunctive relief, or any combination thereof, or any other action or relief available at law or in equity.

ARTICLE X

Lien for Assessments

Subject to the limitations of Articles XI and XV hereof, sums assessed by the Council to meet the budget adopted by the Council pursuant to the By-Laws to pay common expenses and any other sums properly assessed by the Council shall be a lien against the unit to which the assessment applied from the time when a statement of condominium lien with respect to such assessment is recorded among the Land Records pursuant to provisions of § 11-110 of the Act, and upon any default in the payment thereof which shall continue for thirty (30) days after written notice of such default to the owner of the unit, sent to the address of the owner of the unit shown on the Roster of Members maintained by the Council, in addition to all other remedies provided by law, the owner of the unit hereby declares his assent to the passage of a decree for the sale of the unit to which the lien applies and hereby authorizes the Council or its duly designated attorney-in-fact to sell such unit. Any such sale, whether under the aforementioned assent to a decree or under the aforementioned power of sale, shall be made in the same manner and subject to the same requirements as the foreclosure of mortgages or deeds of trust on real property in this State containing a power of sale or an assent to a decree. Suit against the owner of the unit for any deficiency following foreclosure may be maintained in the same proceeding and suit to recover a money judgement for unpaid assessments may be maintained without waiving the lien securing the same. The terms of any such foreclosure sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

Upon such foreclosure, the condominium assessment lien shall have preference over any other assessment, lien, judgement or charge of whatsoever nature except:

- (a) General and special assessments for real estate taxes on the Condominium unit; and
- (b) The lien of any deed of trust, mortgage instrument or encumbrance duly recorded on the unit prior to the time a statement of condominium lien is recorded among the Land Records of Baltimore City.

Subject to such priority, upon any such sale of the property under this provision, the proceeds shall be applied as follows:

1. The repayment of all expenses incident to the sale, including a counsel fee for conducting the proceedings if without contest and if legal services shall be rendered to the Council or party selling under the power of sale in connection with any contested matter in the proceedings, then additional counsel fees and expenses shall be allowed out of the proceeds of sale; and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of the Court having equity jurisdiction in the State of Maryland; and
2. To the payment of all claims of the Council hereunder, whether the same shall have matured or not, including interest thereon until ratification of the final audit; and
3. The balance, if any, to the owner of the unit, or to whomsoever may be entitled to the same.

In the event the assessment shall be paid after any advertisement of the unit, but before the sale thereof, the owner hereby covenants to pay also, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this provision, and a commission on the total amount of the assessment indebtedness equal to one-half the percentage allowed as commission to Trustees making sale under orders or decree of the court having jurisdiction in the State of Maryland; but said sale may be proceeded with unless, prior to the date appointed therefor, payment be made of said assessment, costs, expenses and commission.

The Council shall have the power to bid in the unit at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

ARTICLE XI

Rights of Mortgagees

Priority over Assessment. The interest in a unit held by a mortgagee thereof under this mortgage shall be:

(a) Free of any claim or any lien for any assessment levied against such unit before such mortgage is recorded among the Land Records, unless prior to such recordation a statement of condominium lien (as that term is defined by the provisions of § 11-110 of the Act) in respect of such assessment is recorded among the Land Records, other than any claim for a pro rata share of the amount represented by such assessment which results from any pro rata reallocation of such assessment among all of the units, including such units; and

(b) 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.

Actions Conditioned on Mortgagee's Approval. Except as otherwise provided by the Act, the Declaration, or the By-Laws in case of condemnation or substantial loss to the units and/or common elements of the Condominium, and subject to the rights of the Developer set forth in Article XVI of this Declaration, unless eighty percent (80 %) of all of the mortgagees of the units give their prior written approval thereof, neither the Council nor any unit owner shall by act or omission:

(a) Abandon or terminate the Condominium;

(b) Partition or subdivide, or seek to partition or subdivide, any such unit;

(c) 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 prohibited by the foregoing provisions of this subsection;

(d) Change the pro rata interest or obligations of any individual condominium units for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and/or for determining the pro rata share of ownership of each unit in appurtenant real estate and any improvements thereon which are owned by the unit owners in the Condominium, in undivided pro rata interests (common elements); or

(e) 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, other than for the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Act in the case of substantial loss to the units or the common elements;

(f) Add or amend any material provisions of the Declaration or By-Laws, which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common elements; (4) insurance or fidelity bonds; (5) rights to use of the common elements; (6) responsibility for maintenance and repair of the several portions of the Condominium; (7) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (8) boundaries of any unit; (9) interests in the general or limited common elements; (10) convertibility of any units into common elements or of common elements into units; (11) leasing of units; (12) imposition of any right of first refusal; and (13) any provisions which are for the express benefit of mortgagees, or insurers, or guarantors of mortgages on units.

Right to Inspect and Receive Audited Statement and Notice.

A mortgagee or any insurer or guarantor of a mortgage on a unit, shall, upon request to the Council, and provided that such mortgagee, insurer or guarantor has furnished the Council with the information which it is required by the By-Laws to furnish the Council, in the manner set forth therein, be entitled to:

(a) Inspect the Council's books and records during normal business hours;

(b) Require the preparation of and receive an annual audited financial statement of the Council within ninety (90) days after the end of the fiscal year of the Council, at the expense of such mortgagee, insurer or guarantor;

(c) Be given timely written notice of all meetings of the Council, and to designate a representative to attend all such meetings; and

(d) Be given timely written notice by the Council of:

(i) any proposed amendment of this Declaration, the By-Laws or the Condominium Plats which would effect a change in (1) the boundaries of any unit, (2) the undivided percentage interests in the common expenses and the common profits appurtenant to any unit, (3) the number of votes held by the unit owner of any unit, (4) the purposes to which any unit or the common elements are restricted by the provisions of this Declaration, the By-Laws or the Condominium Plat;

(ii) any proposed termination of the Condominium;

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

(iv) the occurrence of any significant damage to or destruction of the common elements;

(v) any default by the unit owner of such mortgagee's unit in performing such unit owner's obligations under the provisions of this Declaration or the By-Laws which is not cured within sixty (60) days after the commencement of such default; and

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

Rights in event of damage or destruction. If any or all of the unit is substantially damaged, destroyed or made the subject of any condemnation or eminent domain proceeding, or its acquisition 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, this Declaration, and the By-Laws, including, by way of example rather than of limitation, those provisions governing the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the common expenses and the common elements, and votes appurtenant to the units, and any restoration or repair of the Condominium necessitated thereby.

Nothing in the provisions of this Declaration, the By-Laws or the Condominium Plat shall entitle the unit owner 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 accruing 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 XII

Common Expenses

All expenses of maintenance of the common elements and for the operation of the Condominium shall be assessed to all units in proportion to the percentage interest in the common expenses for that unit as set forth in Exhibit B attached hereto. All such charges against any Condominium unit and all charges applicable to that unit for repairs (or other corrections) to a unit made pursuant to the By-Laws shall be levied and assessed, subject to the terms and conditions which are set forth in the Act, this Declaration, and the By-Laws, as a lien from the time when a statement of condominium lien with respect to such assessment is recorded among the Land Records pursuant to the provisions of § 11-110 of the Act, and shall become due and payable in installments, subject to acceleration on default, as the By-Laws shall provide.

ARTICLE XIII

Compliance with Condominium Regime/Lease of Unit

All present and future owners, tenants and occupants of units shall be subject to and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement between such owner, tenant or occupant and the Council that the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions

were recited and stipulated at length in each and every deed or conveyance or lease thereof. A copy of the current By-Laws of the Condominium is filed herewith, marked Exhibit C and made a part hereof.

Notwithstanding anything herein contained to the contrary, in order (i) to protect the equity of the unit owners, (ii) to carry out the purpose for which the Condominium was formed by preserving the character of the Condominium as residential buildings or owner-occupied units and by preventing the Condominium from assuming the character of an apartment, renter-occupied complex, and (iii) to comply with the eligibility requirements for financing of federal and state agencies and lenders insofar as such criteria provide that the Condominium be owner-occupied, leasing or licensing of units shall be prohibited except pursuant to a written agreement approved by the Board of Directors and the Maryland Community Development Administration.

ARTICLE XIV

No Exemption From Liability

No owner of a Condominium unit may exempt himself from liability for his contribution toward the common expense by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

ARTICLE XV

Grantor/Grantee Liability

In a voluntary conveyance of a Condominium unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Council against the grantor for his share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any contract purchaser shall be entitled, on written request, to a statement in writing from the Council setting forth the amount of any unpaid assessments against the grantor due the Council and such purchaser shall not be liable for, nor shall the Condominium unit conveyed be subject to a lien for any unpaid assessments made by the Council against the grantor or the unit in excess of the amount therein set forth.

ARTICLE XVI

Developer Rights

Except as otherwise required by the Act, Developer reserves the right to change the design and arrangement of units, at its expense, including the right to alter the boundaries between units, to incorporate a part or all of a unit as a part of another unit, to consolidate all or a part of two or more units, to divide a unit into two (2) or more units, and/or to designate all or part of a unit as general or limited common elements, as long as Developer owns the unit so altered, and in so doing, Developer may remove all or part of any walls separating the units or portions of the, if the removal does not violate any applicable statute or regulation. If Developer alters the boundaries of a unit, such alteration shall be reflected by an amendment to this Declaration. If more than one unit is concerned, Developer may reapportion, between the units, the percentage interests appurtenant to the units concerned, and this, too, shall be reflected by an amendment to this Declaration and the Condominium Plat of the unit or units affected.

Anything contained in this Declaration or the By-Laws to the contrary notwithstanding, alteration of a unit or units by the Developer as herein provided for need not be approved by the Council, unit owners or purchasers, lienors or mortgagees of units (except a mortgage lender on the entire Condominium or a mortgage lender who has a lien on the unit [or units] affected, whose approval in advance in writing shall be required), and an amendment to this Declaration and the Condominium Plat reflecting an authorized alteration of a unit or units by the Developer as herein permitted need be signed and acknowledged only by the Developer, and may be recorded by the Developer.

ARTICLE XVII

Easement

An easement is hereby reserved and granted to the Chesapeake and Potomac Telephone Company across the rear yards of the units. For a fuller description of the easement see Exhibit C.

The Council and Management Agent, if any, and their agents or employees, shall have an irrevocable right and easement to enter units to make repairs to that unit, other units or common elements when repairs reasonably appear to be necessary for public safety or to prevent damage to property other than that unit, and to restore any part of the Condominium. Such entry to a unit shall only be made after twenty-four (24) hours notice given to the owner or occupant of the unit, except in the event of an emergency in which entry may be made without prior notice.

In addition to any easement established by law, each unit shall have, appurtenant thereto, an easement in the common elements for the purposes of providing maintenance, support, repair or service for such unit and to and for the ducts, pipes, conduits, vents, plumbing, wiring and other utility services to the unit. This easement, whether included in said boundaries or otherwise, is a common element.

If any part of the common elements encroaches upon any unit, or if any unit or any part thereof encroaches upon a common element, whether such encroachment is attributable to design, construction, settlement or shifting of the Condominium, or any other reason whatsoever beyond the control of the Developer, the Council and/or any unit owner, a valid easement for such encroachment and/or the maintenance thereof, so long as it continues, shall and does hereby exist. Further, such easement shall remain in full force and effect so long as the encroachment shall continue and shall be relocated, if necessary, to permit the maintenance of such encroachment where necessary.

ARTICLE XVIII

Amendments and Termination

Prior to the recordation among the Land Records of Baltimore City of the first deed of a unit to a buyer from the Developer, the Developer, without joinder of the Council or of any other person, may amend any of the provisions of this Declaration, the By-Laws annexed thereto, and/or the Condominium Plats by filing an amendment thereof among the Land Records aforesaid. Such amendment need be signed and acknowledged only by the Developer and need not be approved by the Council, unit owners or purchasers, lienors or mortgagees of units (except a mortgage lender on the entire Condominium or a mortgage lender who has a lien on the unit, or units, affected whose approval in advance in writing shall be required), whether or not elsewhere required for an amendment.

Except as otherwise provided in this Declaration and the Act, this Declaration and the Condominium Plat may be amended (and the Condominium may be terminated) 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.

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

Any agreement to terminate the Condominium must be evidenced by the execution, ratification and recordation of a termination agreement as then required by law.

ARTICLE XIX

Miscellaneous

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

2. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

3. Number and Gender. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and the use of any gender shall be applicable to all genders.

4. Benefit. This Condominium Declaration shall be binding upon and inure to the benefit of the Developer herein, its successors and assigns.

5. Developer's Successors and Assigns. As used herein, "Developer" shall mean not only Sandtown-Winchester Condominium Development Corporation, but also its successors and assigns, if such successors or assigns should acquire more than one unit in the property hereby submitted to a condominium regime, and an express assignment by Sandtown-Winchester Condominium Development Corporation, of its right as Developer.

ARTICLE XX

Easements, Etc. in Common Elements

Subject to the following provisions of this Article XX, the Council may grant from time to time exclusive or non-exclusive easements, rights of way, licenses and similar interests in or affecting all or any portion of the general common elements, or the use thereof, provided that any such grant must be approved by the affirmative vote of unit owners having seventy-five percent (75%) or more of the votes assigned to units by this Declaration, and with the express written consent of the mortgagees holding an interest in those units as to which unit owners vote affirmatively. Any such grant shall state that it was approved by unit owners having at least seventy-five percent (75%) of the votes assigned to units hereunder, and by the corresponding mortgagees. The rights of each unit owner

in the general common elements and to the use thereof are subject to this Article XX.

ARTICLE XXI

Applicable Law

This Declaration shall be given effect and construed by application of the law of Maryland and any action or proceeding arising hereunder shall be brought in the Courts of Maryland; provided that if any such action or proceeding arises under the constitution, or laws of the United States of America, or if there is a diversity of citizenship between the parties thereto so that it may be brought in a United States District Court, it shall be brought in the United States District Court for the District of Maryland.

ARTICLE XXII

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 By-Laws shall be joint and several.

WITNESS the hand and seal of Developer, SANDTOWN-WINCHESTER CONDOMINIUM DEVELOPMENT CORPORATION, by its Secretary-Treasurer, the day and year first above written.

WITNESS:

SANDTOWN-WINCHESTER CONDOMINIUM
DEVELOPMENT CORPORATION

Norman Taylor

BY: *Gary M. Brooks* (SEAL)
Gary M. Brooks

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 13th day of September, 1985, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared Gary M. Brooks who made oath in due form of law that he is the Secretary-Treasurer of SANDTOWN-WINCHESTER CONDOMINIUM DEVELOPMENT CORPORATION, a corporation, the Declarant of the foregoing Declaration, and that he is authorized to execute the said Declaration on behalf of the corporation, and that the said Declaration is the act of SANDTOWN-WINCHESTER CONDOMINIUM DEVELOPMENT CORPORATION and that said Declaration was executed and is to be recorded solely for the purpose of establishing a condominium regime.

AS WITNESS my hand and Notarial Seal.

Theresa A. Holmes
Notary Public

My Commission expires: 7/1/86

I HEREBY AFFIRM under the penalty of perjury that the notice requirements of Section 11.102.1 of the Real Property Article, Annotated Code of Maryland, if applicable, have been fulfilled.

SANDTOWN WINCHESTER CONDOMINIUM
DEVELOPMENT CORPORATION

By: Gary M. Brooks (SEAL)
Gary M. Brooks, Secretary-Treasurer

The Lender joins in the execution hereof solely to subordinate the lien of its Mortgage to this Declaration and to subject the Property to said condominium regime, with the lien of its said Mortgage remaining in full force and effect.

AMERICAN NATIONAL BUILDING AND LOAN
ASSOCIATION OF BALTIMORE CITY, Lender

By: Joseph M. Solomon
Joseph M. Solomon, Executive Vice President

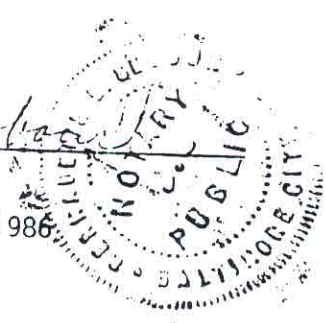
STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 19th day of September, 1985, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared JOSEPH M. SOLOMON who made oath in due form of law that he is the Executive Vice President of American National Building and Loan Association of Baltimore City, and that he is authorized to execute the said Declaration on behalf of the corporation, and that the said Declaration was executed and is to be recorded solely for the purpose of establishing a condominium regime.

AS WITNESS my hand and Notarial Seal.

Bernadette L. Sebour
Bernadette L. Sebour

My Commission expires: July 1, 1986



AMENDMENT TO CONDOMINIUM DECLARATION
FOR SANDTOWN-WINCHESTER CONDOMINIUM

THIS AMENDMENT TO DECLARATION, made in Baltimore City, State of Maryland this ____11th____ day of October, 1985, by Sandtown-Winchester Condominium Development Corporation, ("Corporation"), a Corporation organized and existing under the laws of the State of Maryland and the American National Building and Loan Association, ("Lender").

WHEREAS, Corporation caused to be recorded in the Land Records of Baltimore City a Declaration for the Sandtown-Winchester Condominiums dated September 13, 1985 and recorded in Liber No. SEB _649_ Folio 166; and

WHEREAS, the Declaration contained an Addendum, which described in some detail the Corporation's intention to develop a Phase II or expansion of the condominium region; and

WHEREAS, in order to fully comply with Article 11, Section 120 of the Real Property Article of the Annotated Code of Maryland and provide additional detail of the expansion of the condominium regime; this Amendment to Declaration is being executed.

NOW, THEREFORE, THIS AMENDMENT TO DECLARATION WITNESSETH:

I. A. Corporation reserves the right to expand the condominium by subjecting the properties known as 900, 902, 916, 918, 920, 922, 924, 926, 928, 930, and 932 North Fulton Avenue to the condominium regime. The expansion will include eleven (11) buildings each containing three (3) additional units for a total maximum of thirty-three (33) additional units. A further general description of the expansion is set forth in the Condominium Plats, Page 4 of 4 which is intended to be recorded at the same time as this Amendment to Declaration.

B. Upon completion of the expansion, the percentage interest of each unit in the common elements, common profits and common expenses (excluding water costs) will be 1.9608% representing 1/51st of the entire common elements. Each unit will have one vote of a total of fifty-one (51) votes. The percentage interest is determined by dividing the total number of units into one hundred (100).

C. The Corporation reserves the right to expand for a period of ten (10) years from the date of the original Declaration. For purposes of this Amendment to Declaration, the Corporation has already commenced construction of the thirty-three (33) unit expansion.

II. All other terms and conditions of the Declaration as recorded in SEB 649 Folio 166 shall remain unaltered and in full force and effect.

WITNESS, the hand and seal of Corporation SANDTOWN-WINCHESTER CONDOMINIUM DEVELOPMENT CORPORATION, by its President, the day and year first above written.

WITNESS:

SANDTOWN-WINCHESTER
CONDOMINIUM DEVELOPMENT
CORPORATION

BY: [Signature]
WILLIAM F. ARIANO, JR.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 10th day of October 1985, before me, the subscriber, a Notary Public in and for the State and City foresaid, personally appeared William F. Ariano, Jr. who made oath in due form of law that he is the President of SANDTOWN-WINCHESTER CONDOMINIUM DEVELOPMENT CORPORATION, a corporation, the Declarant of the foregoing Amendment to Declaration, and that he is authorized to execute the said Amendment to Declaration on behalf of the Corporation, and that the said Amendment to Declaration is the act of the SANDTOWN-WINCHESTER CONDOMINIUM DEVELOPMENT CORPORATION and that said Amendment to Declaration was executed and is to be recorded solely for the purpose of establishing a condominium regime.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

MY COMMISSION EXPIRES JULY 1, 1986
My Commission expires

I HEREBY AFFIRM under the penalty of perjury that the notice requirements of Section 11.102.1 of the Real Property Article, Annotated Code of Maryland, if applicable, have been fulfilled.

SANDTOWN-WINCHESTER
CONDOMINIUM DEVELOPMENT
CORPORATION

BY: [Signature] (SEAL)
WILLIAM F. ARIANO, JR.

President

The Lender joins in the execution hereof solely to subordinate the lien of its Mortgage to this Amendment to Declaration and to subject the Property to said condominium regime, with the lien of its said Mortgage remaining in full force and effect.

AMERICAN NATIONAL BUILDING
AND LOAN ASSOCIATION OF
BALTIMORE CITY, Lender

BY: Joseph M. Solomon
JOSEPH M SOLOMON
Executive, Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 17th day of October, 1985, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared JOSEPH M. SOLOMON who made oath in due form of law that he is the Executive Vice President of American National Building and Loan Association of Baltimore City, and that he is authorized to execute the said Amendment to Declaration on behalf of the Corporation, and that the said Amendment to Declaration was executed and is to be recorded solely for the purpose of establishing a condominium regime.

AS WINESS my hand and Notarial Seal.

Judith N. Martinko
My Commission expires: 7/1/86

**SECOND AMENDMENT TO CONDOMINIUM DECLARATION
SANDTOWN-WINCHESTER CONDOMINIUMS**

THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION ("Amended Declaration"), made in Baltimore City, State of Maryland, 1985, by Sandtown-Winchester Condominium Development Corporation ("Developer"), a corporation organized and existing under the laws of the State of Maryland, the owners of the twelve (12) units conveyed as of the date of this instrument ("Owners"), who have agreed to join in the execution of this Amended Declaration, First Maryland Savings and Loan Association, a Maryland banking corporation ("Construction Lender"), and the Department Economic and Community Development, a major division of the government of the State of Maryland ("Permanent Lender").

WHEREAS, Developer previously filed a Declaration (the "Declaration") dated September 13, 1985, and recorded in the Land Records of Baltimore City in Liber No. SEB 650, Folio 166, subjecting the properties at 904, 906, 908, 910, 912 and 914 N. Fulton Avenue to a condominium regime containing eighteen (18) units ("Sandtown Winchester Condominium"); and

WHEREAS, Developer filed an Amendment to the Condominium Declaration (the "First Amendment") dated October 11, 1985, and recorded in the Land Records of Baltimore City in Liber SEB , Folio , which reserved a right to the Developer to develop a second phase of the project to include the properties at 900, 902, 916, 918, 920, 922, 924, 926, 928, 930 and 932 N. Fulton Avenue into in additional thirty-three (33) units so that the Sandtown Winchester Condominium will include a total of fifty-one (51) units; and

WHEREAS, the Condominium Plat depicting the eighteen (18) units and giving a general description of the additional thirty-three (33) units is recorded among the Condominium Plat Records of Baltimore City in Plat Book 63 containing four (4) pages (the "Condominium Plat").

WHEREAS, Article 11, Section 120 of the Real Property Article of the Annotated Code of Maryland requires that a further amendment to the Declaration be recorded to include the additional 33 units as generally shown on Page 4 of the Condominium Plat into the Sandtown Winchester Condominium.

NOW, THEREFORE, THIS AMENDED DECLARATION WITNESSETH:

FIRST: The Developer does hereby incorporate, declare and establish that the land that is described in Exhibit A-1 attached hereto and known as 900, 902, 916, 918, 920, 922, 924, 926, 928, 930, and 932 N. Fulton Avenue, is hereby incorporated into the Sandtown Winchester Condominium and made a part thereof so that the Sandtown Winchester Condominium shall consist of all the land described in Exhibit A of the Declaration and Exhibit A-1 of this Amended Declaration, together with all buildings, units, improvements thereon or to be erected thereon and rights, roads, ways, waters, privileges and appurtenances thereto belonging or appertaining.

SECOND: The Sandtown Winchester Condominium, as initially comprised, is depicted in Condominium Plat Book 63 is amended by a Plat entitled "Phase II Sandtown Winchester Condominium" (hereinafter referred to as "Phase II Plat"), said Phase II Plat being prepared by Kennedy, Porter & Associates, Inc., engineers licensed to practice in the State of Maryland. The Phase II Plat consists of plats of the property, diagrammatic floor plans and other drawings totalling 3 pages, dated _____, 1986, which Phase II Plat is intended to be recorded among the Land Records of Baltimore City simultaneously herewith; said

Phase II Plat being hereby incorporated by reference herein and made a part hereof.

THIRD: The additional property hereby incorporated into the Sandtown Winchester Condominium includes eleven (11) buildings, each building consisting of three (3) units. The land hereby incorporated is depicted in the Phase II Plat. The entire Sandtown Winchester Condominium, as reconstituted by this Amended Declaration, includes seventeen (17) buildings and a total of fifty-one (51) units plus a maintenance room and meeting room at the rear of 902 N. Fulton Avenue.

FOURTH: The percentage interest of each unit in the common elements, common profits and common expenses (excluding water costs) will be 1.9608% representing 1/51st of the entire common elements. Each unit will have one vote of the total of fifty-one (51) votes.

FIFTH: The description of the limited common elements as set forth in Article V. D., subparagraph (2) is amended to specify that the rear yard area and fence appurtenant to 900 N. Fulton Avenue is a limited common element to be shared by the six (6) unit owners of 900 and 902 N. Fulton Avenue. Additionally, the fire escape at the rear of 932 N. Fulton Avenue shall be a limited common element to the three (3) unit owners of that building.

SIXTH: The description of the General Common Elements as set forth in Article V. is amended to specifically state that the cement walkway outside the fence which runs the width of all the units is a General Common Element. In addition, the General Common Elements shall also include the two story addition at the rear of 902 N. Fulton Avenue with its entrances and exits. The ground floor of such addition will serve as a maintenance area for equipment and supplies for the condominium and the first floor will serve as a meeting area for the unit owners.

SEVENTH: In all other respects the Declaration as recorded in Liber S.E.B. 649, Folio 166, shall remain in full force and effect and unmodified by this Amended Declaration.

WITNESS, the hand and seal of Developer, by its President, the Owners, the Construction Lender and the Permanent Lender on the day and year first above written.

WITNESS:

SANDTOWN-WINCHESTER CONDO-
MINIUM DEVELOPMENT CORPORA-
TION

BY:

William F. Ariano, Jr.

OWNERS:

LaDonna Sumpter

Doris M. Williams

Veronica M. Brown

WITNESS:

_____	_____
	Emma L. Middleton
_____	_____
	Sylvia Langhorn
_____	_____
	Gregory Brown
_____	_____
	Monica Brown
_____	_____
	Michael Zollicoffer
_____	_____
	Sam L. Merritt
_____	_____
	Gregory K. Harris
_____	_____
	Melvin L. Rhodes
_____	_____
	Thomas Ham
_____	_____
	Debra Madison

The Construction Lender joins in the execution hereof solely to subordinate the lien of its Mortgage to this Amended Declaration and to subject the Property to said condominium regime, with the lien of its said Mortgage remaining in full force and effect.

FIRST MARYLAND SAVINGS AND
LOAN ASSOCIATION

_____ BY: _____

The Permanent Lender joins in the execution hereof solely to subordinate the lien of its Mortgage to this Amended Declaration

and to subject the Property to said condominium regime, with the lien of its said Mortgage remaining in full force and effect.

DEPARTMENT OF ECONOMIC AND
COMMUNITY DEVELOPMENT

BY: _____

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 1985, before me, the subscriber, a Notary Public in and for the State and City foresaid, personally appeared William F. Ariano, Jr. who made oath in due form of law that he is the President of SANDTOWN-WINCHESTER CONDOMINIUM DEVELOPMENT CORPORATION, a corporation, the Declarant of the foregoing Amended Declaration, and that he is authorized to execute the said Amended Declaration on behalf of the Developer, and that the said Amended Declaration is the act of the SANDTOWN-WINCHESTER CONDOMINIUM DEVELOPMENT CORPORATION and that said Amended Declaration was executed and is to be recorded solely for the purpose of establishing a condominium regime.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires:

I HEREBY AFFIRM under the penalty of perjury that the notice requirements of Section 11.102.1 of the Real Property Article, Annotated Code of Maryland, if applicable, have been fulfilled.

SANDTOWN-WINCHESTER CONDO-
MINIUM DEVELOPMENT CORPORA-
TION

BY: _____
William F. Ariano, Jr.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this _____ day of _____, 1985, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared LaDonna Sumpter, Doris M. Williams, Veronica M. Brown, Emma L. Middleton, Sylvia Langhorn, Gregory Brown, Monica Brown, Michael Zollicoffer, Sam L. Merritt, Gregory K. Harris, Melvin L. Rhodes, Thomas Ham, and Debra Madison, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Amended Declaration, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

AS WITNESS my hand and notarial seal.

Notary Public

My Commission expires:

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1985, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared _____, who made oath in due form of law that _____ is the _____ of First Maryland Savings and Loan Association, and that _____ is authorized to execute the said Amended Declaration on behalf of the Corporation, and that the said Amended Declaration was executed and is to be recorded solely for the purpose of establishing a condominium regime.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires _____

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this _____ day of _____, 1985, before me, the subscriber, a Notary Public in and for the State and City aforesaid, personally appeared _____, who made oath in due form of law that _____ is the _____ of the Department of Economic and Community Development, and that _____ is authorized to execute the said Amended Declaration on behalf of the Department, and that the said Amended Declaration was executed and is to be recorded solely for the purpose of establishing a condominium regime.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires _____