

**CC&Rs-Condo Declaration**  
**The Gardens at Owings Mills I**

Order: EL3HBD2WQ  
Address: 11913 Tarragon Rd K  
Order Date: 05-06-2019  
Document not for resale  
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# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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THE GARDENS AT OWINGS MILLS I, A CONDOMINIUM

DECLARATION

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- Exhibit A - Description of Lot 1
- Exhibit B-1 - Undivided Percentage Interests in Common  
Elements and in Common Expenses and Common  
Profits Before Any Expansion of the  
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THE GARDENS AT OWINGS MILLS I,  
A CONDOMINIUM

DECLARATION

THIS DECLARATION, made this 23rd day of May, 1988, by NORTHWEST PROPERTIES CO., a Maryland general partnership having an address at c/o MG Associates, Inc., 76 Seattle Street, Allston, Massachusetts 02134 (hereinafter referred to as the "Developer"),

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land, situate and lying in Baltimore County, Maryland, which is hereinafter more particularly described, together with the improvements thereon (which improvements consist of eight (8) three story residential buildings containing a total of eighty-eight (88) dwelling units) and the appurtenances thereto; and

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

WHEREAS the Developer desires to reserve the right hereafter to subject to such condominium regime additional land, together with the improvements thereon (which additional improvements shall consist of additional low-rise condominium buildings) and the appurtenances thereto, thereby expanding such condominium,

NOW, THEREFORE, the Developer does hereby subject to a regime established under the provisions of the Maryland Condominium Act, all of that tract of land, situated and lying in Baltimore County, which is described in Exhibit A hereto, such property having been designated as "THE GARDENS AT OWINGS MILLS I, A CONDOMINIUM" on those certain plats collectively entitled "Condominium Plat - THE GARDENS AT OWINGS MILLS I, A CONDOMINIUM", dated April 18, 1988, prepared by Spellman, Larson & Associates labeled as Sheets 1 through 5, and intended to be recorded among the Land Records of the said County simultaneously with the recordation thereamong of this Declaration,

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

SUBJECT TO the operation and effect of any and all instruments which have been recorded among the said Land Records prior to the recordation thereamong of this Declaration, including, without limitation, that certain Recreational Facilities Declaration of Covenants and Easements dated May 23, 1988 made by the Developer and recorded among the said Land Records immediately prior hereto (hereinafter referred to as the "Recreational Facilities Agreement"),

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

Section 1. 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) the "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.

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

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

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

(8) "Common Expenses" shall mean the aggregate of any and all expenses which are incurred by the Council in the exercise of the rights and powers, and in

the discharge of the duties, which are vested in, exercisable by or imposed upon the Council under the Act, the Declaration or the By-Laws.

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

(10) the "Condominium" shall have the meaning given to it hereinabove until such time as it is expanded to include the Future Parcel and, thereafter, the meaning shall be expanded to include the Future Parcel.

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

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

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

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

(15) "Developer" shall mean Northwest Properties Co. and each person or persons to whom such named person or any other person who is the Developer expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of Section 9.2 hereof.

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

(17) "General Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.

(18) "Limited Common Elements" shall have the meaning ascribed to it by the provisions of Section 3.3.

(19) "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 (including by way of example rather than of

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limitation, any such other form of security arrangement which arises under any security deed or conditional deed, or any financing statement, security agreement or other documentation used pursuant to the provisions of the Uniform Commercial Code or any successor or similar statute), provided that such mortgage, deed of trust or other form of security instrument has been recorded among the Land Records of Baltimore County.

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

(21) "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.

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

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

(24) "Recreational Facilities Agreement" shall have the meaning hereinabove ascribed to it.

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

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

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

(28) "Unit Owner" shall mean any person or combination of persons (including, by way of example rather than of limitation, the Developer) who holds the legal

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title to a Unit under a deed or other instrument; provided, that (a) no lessee or Contract Purchaser shall, merely by virtue of such person's status as such, be deemed to be a Unit Owner; and (b) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption therein.

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

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

1.3. Consistency With Act. Any term to which meaning is specifically ascribed by any provision of this Declaration and the ByLaws, and which is used in the Act, shall wherever possible 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.

## Section 2. Name.

The Condominium shall be known as "THE GARDENS AT OWINGS MILLS I, A CONDOMINIUM".

## Section 3. Units and Common Elements.

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

### 3.2. Units.

3.2.1. (a) So long as the Condominium has not been expanded pursuant to the provisions of Section 7, the Condominium shall contain eighty-eight (88) Units.

(b) From and after any such expansion, the Condominium shall contain two hundred and twenty (220) Units.

3.2.2. The location within the Condominium, and the dimensions, of each Unit are shown on the Condominium Plat and are more particularly defined by the provisions of this Section 3.

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

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

(a) The space bounded by and contained within:

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

(A) the stud side of the wallboard 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 stud side of the wallboard ceiling above such Unit; and

(iii) with respect to the lower horizontal limit, the upper surface of the wood flooring system for Units on the second and third floors, and the upper surface of the concrete slab for Units on the first floor; 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, any 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, 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 pipes and other lines running into the Unit from the hot water heating equipment.

(f) 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.

(g) 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.

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

(i) Any smoke detectors serving such Unit.

(j) 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 load-bearing 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

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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) "Balcony Limited Common Elements" which shall include all those Limited Common Elements specifically designated by such name on the Condominium Plat;

(ii) "Patio Limited Common Elements" which shall include all those Limited Common Elements specifically designated by such name on the Condominium Plat.

(iii) "Storage Space Limited Common Elements" which shall include all those Limited Common Elements specifically designated by such name on the Condominium Plat.

(b) The exclusive right to use 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.

(c) The exclusive right to use each of the Storage Space Limited Common Elements shall be, and is, hereby reserved and restricted to the Unit Owner of the Unit especially identified with such Storage Space Limited Common Element on Exhibit D hereto.

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3.3.3. The General Common Elements. The General Common Elements shall consist of all of the Common Elements 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 Section 4 hereof.

3.3.5. Recreational Facilities. The General Common Elements are encumbered by the Recreational Facilities Agreement which provides that the swimming pool, tennis court, tot lot and bathhouse which constitute part of the General Common Elements may be used by the owners and tenants of Lots 2 and 4 as shown on the Subdivision Plat entitled "Tiffany Square Apartments" and recorded among the Land Records of Baltimore County in Plat Book OTG No. 34, Folio 55 and of the Future Parcel and also obligates such owners to pay a proportionate part of the cost of operating, maintaining, repairing, insuring and replacing said facilities.

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.

Section 4. 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 Section 7,

4.2.1. each Unit Owner's undivided percentage interest in the Common Elements shall equal the fraction thereof which is set forth with respect to his Unit in a schedule attached hereto as Exhibit B-1; and

4.2.2. each Unit Owner's percentage interest in the Common Expenses and Common Profits shall equal the fraction thereof which is set forth with respect to his Unit in Exhibit B-1.

4.3. Percentage Interests After Expansion. From and after any expansion of the Condominium pursuant to the provisions of Section 7, 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 thereby automatically no longer equal the said respective fractions set forth with respect to his Unit in Exhibit B-1, but shall thereby automatically become and thereafter remain equal to those respective fractions which are set forth with respect to his unit in Exhibit B-2.

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

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is made pursuant to the provisions of this Section and Section 7, or of 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 Baltimore County.

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

Section 5. The By-Laws; the Council of Unit Owners; Votes; Council property; Assessments.

5.1. The By-Laws. The affairs of the Condominium shall be governed in accordance with the By-Laws, the initial form of which has been labeled as Exhibit C hereto, is to be recorded among the land records simultaneously herewith, and may be amended from time to time in accordance with the provisions thereof and of the Act and this Declaration.

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 The Gardens at Owings Mills I, a 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 By-Laws, its articles of incorporation or applicable law.

5.3. Votes.

Each Unit Owner shall be entitled to cast one (1) Vote at meetings of the Council regardless of whether the Condominium has been expanded. The Votes which a Unit Owner is entitled to cast shall be

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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 of this Declaration and the By-Laws, or (ii) to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which a Unit Owner's exercise of such right may be conditioned upon his having furnished to the Council any information which he is required to furnish under any such provision.

5.4. 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 By-Laws 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 By-Laws.

#### Section 6. 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 excess of one (1) year or similar interests for the provision of utility services (including, without limitation coin operated washers and dryers) 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), in the name of and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee or other transferee, to take any of the following actions:

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

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

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

(d) grant to the Developer an easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvement of the types enumerated in the provisions of paragraph 6.2.2 or subsection 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 subsection 6.1 or to exercise any of the rights and powers granted to the Council under this subsection 6.1.

(f) grant to the Developer, for the benefit of the Future Parcel (whether or not it then or thereafter is part of the Condominium), 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 subparagraph 6.2.2.

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

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

(a) each main, duct, exhaust system, stack, raceway, wire, conduit, line, drain, 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 street, parking space, sidewalk, corridor, stairway or entranceway which from time to time is part of the General Common Elements.

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 By-Laws 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; and

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

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

6.3. Development and Other Easements.

6.3.1. The Developer shall have, and the Developer hereby reserves, 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 Parcel, even if not then a part of the Condominium, for access by (i) the Developer and its

personal representatives, successors and assigns as owner of the Future Parcel and of each respective Unit or other portion thereof, (ii) any contractor, subcontractor, real estate agent or broker utilized by the Developer, and (iii) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development or marketing of such respective Unit or Future Parcel (even if not then a part of the Condominium); and

(b) for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities, to and from their respective points of connection with those respective public utility lines and facilities to which the same are to be connected, from and to each Unit or Future Parcel (even if not then a part of the Condominium) for the benefit of (i) the Developer and its personal representatives, successors and assigns as owner of the Future Parcel or any Unit or other portion thereof, (ii) each resident or other occupant of such Future Parcel, 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 Developer or any affiliate of the Developer as a model unit, sales office or management office, in connection with the sale, leasing, management, development and marketing of the Units in the Condominium, the Future Parcel, and/or in other rental or condominium projects in the vicinity of the Condominium.

6.3.2. The Developer shall have, and the Developer hereby reserves, non-exclusive easements for use by the owners of the parcels of land known as Lot 2 and Lot 4 (as shown on the subdivision plat entitled "Tiffany Square Apartments" which is recorded among the land records of Baltimore County, Maryland in Plat Book OTG No. 34, folio 55), and of the "Future Parcel" (collectively with Lot 2 and Lot 4, "the Lots") the owners of the individual dwelling units located upon such Lots in the event such Lots are converted to condominiums and the tenants residing in such dwelling units, of the swimming pool, bathhouse, tennis court and tot lot now or hereafter constituting part of the Common Elements, together with a right of pedestrian egress across the sidewalks and

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(d) Either pursuant to the Recreational Facilities Agreement or pursuant to the condominium declaration and by-laws applicable to any of the Lots which have been subjected to a condominium regime, all of the costs and expenses of operating, maintaining, repairing, insuring and improving the recreational facilities (hereinafter referred to as "the Costs") shall be allocated among and payable by the owners of the Lots or, if any of such Lots are subject to a condominium regime, the council of unit owners for such regime as follows:

(i) Each owner or council of unit owners of a Lot or the Future Parcel shall be responsible for paying that portion of the total of such Costs which is set forth below:

<u>Lot</u>	<u>Proportion of Costs</u>
Lot 1 (the Condominium)	88/330ths
Lot 2	44/330ths
Lot 3 (the Future Parcel)	132/330ths
Lot 4	66/330ths

If any of the Lots is subject to a condominium regime, the council of unit owners of such condominium regime will collect its appropriate share of the Costs as a part of its annual assessments against each individual unit owner within the condominium regime. Once the Condominium is expanded pursuant to Section 7 to include the Future Parcel, the Condominium shall be responsible for 220/330ths of such Costs.

(ii) The respective proportionate shares of the Costs shall be determined on a calendar year basis and shall be due and payable in equal monthly installments of \$244.44 commencing on June 1, 1988 and continuing on the first day of each month thereafter through December 31, 1988. Commencing on January 1 of each calendar year thereafter, the amount of such monthly installments shall be adjusted and such adjusted amount shall be due and payable on such January 1 and on the first day of each month thereafter during the calendar year. Not later than sixty (60) days prior to the commencement of any calendar year, the Council shall provide to each other owner of, or council of unit owners for, any of the Lots an itemized budget of the estimated Costs for the next succeeding calendar year. Within sixty (60) days after the end of each calendar year, the Council shall provide to each other owner of, or council of unit owners for, any of the Lots an itemized statement of the

Costs actually incurred during the preceding calendar year and any overpayment or underpayment of Costs shall be promptly adjusted.

(iii) Upon the written request of two or more owners or councils of unit owners, such itemized statement shall be prepared by an independent certified public accountant. The Council shall keep and maintain separate books and records for the Costs, which books and records may be inspected from time to time by the owners or councils of unit owners of Lot 2, Lot 4 or the Future Parcel upon reasonable prior notice to the Council.

(e) The use of the recreational facilities shall be subject to such reasonable and uniform rules and regulations as the Council may from time to time promulgate in the manner specified in the By-Laws. Copies of such rules and regulations, when promulgated, shall be provided to each other owner or council of unit owners.

6.4. Rights and Responsibilities of Unit Owners and Council.

6.4.1. Rights and Responsibilities of Unit Owner with Respect to Use and Maintenance 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) maintain, repair and replace (i) the heating and air conditioning system and the smoke detector serving his Unit, (ii) all fixtures, equipment and appliances installed in his Unit, and (iii) all chutes, flues, ducts, conduits, wires, pipes or other apparatus forming a part of his Unit;

(c) maintain, repair and replace the windows, screens, storm windows, doors (including 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 floor thereof) and all exterior painting of such Balcony Limited Common Elements and Patio Limited Common Elements shall be the obligation of the Council;

(f) make all routine repairs and perform all ordinary maintenance with respect to the Storage Space Limited Common Elements appurtenant to such Unit Owner's Unit and keep such Storage Space Limited Common Element regularly swept and free of garbage and debris, provided, however, that all structural repairs and replacements to the Storage Space Limited Common Elements shall be the obligation of the Council;

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

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

(i) 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);

(j) comply in every respect with the By-Laws and the Rules and Regulations, as the same are from time to time promulgated by the Council; and

(k) maintain carpeting on at least eighty percent (80%) of any floor area directly above another Unit (exclusive of kitchen and bathroom areas).

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

(a) Except as provided in paragraphs (e) and (f) 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.

(b) Without limiting the generality of the foregoing provisions of this subsection, the Council shall (unless such maintenance duty is assumed by any governmental authority having jurisdiction thereover) (i) keep all grass growing within the General Common Elements regularly mowed, and (ii) maintain each storm water retention or sedimentation pond within the Common Elements, keeping it clean and free of debris.

(c) Notwithstanding the provisions of paragraph (c) of subsection 6.4.1, 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 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.

(d) The Council shall operate, maintain, repair and replace the recreational facilities which are subject to the Recreational Facilities Agreement in such manner as to be in compliance therewith and shall enforce those covenants contained in the Recreational Facilities Agreement which obligate those parties benefitted thereby to pay a proportionate part of the cost of such operation, maintenance, repair and replacement.

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

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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 account 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 By-Laws and the Act.

6.6. Right of Entry.

6.6.1. The Council, acting through the Board of Directors, its officers, or any manager of the Condominium, and their duly authorized representatives, may enter any Unit whenever such entry is reasonably necessary in order (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.

6.6.2. Such right of entry shall be exercised only (a) during the hours of 8:00 A.M. to 8:00 P.M., and (b) after the Board of Directors, any such officer or such manager, as the case may be, has given to the Unit

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Owner of such Unit at least five (5) days' written notice of the intention to exercise such right, and (c) such Unit Owner or his authorized representative shall have the right to be present; provided, that such conditions need be satisfied only to the extent that such satisfaction is reasonably possible without so jeopardizing the Condominium or such occupants.

6.7. Use of Units.

6.7.1. Use Restrictions. Subject to the operation and effect of the provisions of paragraph 6.7.4.

(a) no Unit shall be devoted to a principal use other than a residential use;

(b) no machinery shall be placed or operated within any Unit or the Limited Common Elements appurtenant to such Unit, except for that customarily utilized in occupying a private residence;

(c) no profession or home industry shall be conducted within any Unit;

(d) no noxious or offensive activity shall be carried on or within any Unit or the Limited Common Elements appurtenant to such Unit, no odor shall be permitted to emanate therefrom, and nothing shall be done thereon in any other manner, so as to render any Unit or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to the Condominium or any occupant thereof; and

(e) no Unit Owner shall make any changes in, nor perform any work with respect to, the electrical wiring and systems servicing his Unit, unless such changes or work are performed by a licensed electrician.

6.7.2. Structural Changes. No Unit Owner shall (a) make any structural modification or alteration within his Unit or the Limited Common Elements appurtenant to his Unit, or contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements (including, by way of example rather than of limitation, any of the Common Elements which lie within the space included within any Unit), or repair, alter, replace, paint, decorate or change any portion of the exterior of his Unit, without obtaining the Council's prior written consent thereto; or (b) take any action which (i) tends to impair the structural integrity, soundness or

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safety of any part of the Condominium; (ii) impairs the existence of, or the ability to enjoy, any easement, right or hereditament appurtenant to any Unit or the Common Elements; or (iii) adversely affects the Common Elements or the ability to use and enjoy the same, without first obtaining the written consent thereto of the Council and of each Unit Owner whose Unit or enjoyment thereof may be affected thereby.

6.7.3. Sale or Leasing.

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

(b) No Unit Owner may lease his Condominium Unit for transient or hotel purposes. All leases shall be in writing, on a form approved by the Council, with a minimum term of at least six (6) months. A copy of any lease executed by a Unit Owner shall be delivered to the Council promptly after the execution thereof. Any lease shall be subject in all respects to the provisions of the Declaration, the By-Laws and the Rules and Regulations (including those Rules and Regulations especially enacted to address the purchase and use of Units which are not to be used as the primary residence of the Unit Owner), and any failure by the tenant to comply with the terms of such instruments shall be a default under his lease, and any lease shall so provide. In the event of the non-compliance by any tenant of a Unit with the terms of this Declaration, the By-Laws or the Rules and Regulations, the Council shall have the right, in addition to any other rights available to it, to require the Unit Owner of such Unit to terminate such lease because of such default and otherwise to treat such noncompliance as noncompliance by the Unit Owner.

(c) Anything to the contrary contained in this paragraph 6.7.3 notwithstanding, the lease by the Developer of any Unit owned by the Developer or the Lease by a Mortgagee in Possession of a Unit shall not be subject to the provisions of this paragraph except that the occupancy of any Unit by any tenant of such person shall be subject to the other provisions of this Declaration, the By-Laws and the Rules and Regulations (excluding those Rules and Regulations especially enacted to address the purchase and use of Units which are not to be used as the primary residence of the Unit Owner).

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

(a) the use by the Developer, and its agents, employees, officers, contractors and invitees, of each Unit of which the Developer, or an affiliate of the Developer is then the Unit Owner (i) as offices or model dwellings in connection with its development, construction, replacement, repair, maintenance, marketing or leasing of any Unit or any dwelling in any other apartment or condominium project in the vicinity of the Condominium, or (ii) in any other manner, unless any other person would, were he the Unit Owner thereof, be prohibited or restricted in the same manner; or

(b) the maintenance by or on behalf of the Developer or any affiliate of the Developer within the Common Elements or any Unit of which it is then the Unit Owner of one or more signs advertising the Condominium or the sale or rental of Units in the Condominium or advertising another apartment or condominium project in the vicinity of the Condominium or the sale or rental of dwelling units therein.

6.8. Management of Condominium.

6.8.1. The Council shall 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

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made pursuant thereto shall be effective to bind the Council to such agreement for longer than one (1) year from the date of such renewal or combination of renewals.

6.8.2. 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 each first Mortgagee's prior written approval thereof.

Section 6.9. Proceeds of Insurance.

6.9.1. Receipt and Distribution of Proceeds by Council.

(a) The Council shall 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 insured Mortgagees, the Council and any other insured thereunder.

(b) The Council shall 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.

6.9.2. 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.

6.9.3. 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 the Unit Owners shall be liable to the Council for the

amount by which the cost thereof exceeds the amount of such proceeds, in proportion to their respective undivided percentage interests in the Common Elements, except to the extent that such excess is declared a Common Expense by the Council.

(b) The Council (subject to the operation and effect of the provisions of subsection 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 Baltimore 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.

6.9.4. 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).

6.9.5. 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 Fifty Thousand Dollars (\$50,000.00), 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.

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(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 Fifty Thousand Dollars (\$50,000.00), 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.

Section 6.10. Substantial or Total Destruction:

6.10.1. 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 By-Laws.

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6.10.2. Distribution of Proceeds. If pursuant to the provisions of paragraph 6.10.1 such damage or destruction is not to be repaired or reconstructed, subject to the provisions of subsection 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.

Section 6.11. Conflicts. Except to the extent otherwise required by the Act, the provisions of subsections 6.10 and 6.11 shall govern in lieu of any provisions of the Act concerning restoration and repair and the use of insurance proceeds.

#### Section 7. Expansion of Condominium.

7.1. Reservation of Right to Expand. The Developer 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, that parcel of land, situated and lying in Baltimore County, which is designated as Lot 3 on the Subdivision Plat entitled "Tiffany Square Apartments" and recorded among the Land Records of Baltimore County in Plat Book OTG No. 34, Folio 55 together with all of the respective improvements thereon (which improvements shall consist of twelve (12) additional lowrise condominium buildings, each containing not less than eleven (11) Units, and each generally consistent with the initial improvements constructed upon Lot 1 in terms of quality of construction) and all of the respective rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in any way appertaining (Lot 3

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take any other action with respect thereto which, in the Developer's opinion, is necessary or desirable to effectuate the provisions of this Section.

7.4. Buildings and Common Elements in the Future Parcel. The boundaries of the Future Parcel and the outlines of those portions of the Future Parcel 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.

7.5. Maximum Number of Units. The maximum number of Units which may be added to the Condominium as the result of any such expansion shall be one hundred and thirty-two (132).

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

7.6.1. the title to the Future Parcel 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. Veterans Administration 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, if the Veterans Administration is then a Mortgagee.

#### Section 8. Rights of Mortgagees.

##### 8.1. General.

8.1.1. Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner,

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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.

8.1.2. Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in the foregoing provisions of this paragraph 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. 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.

8.4. Actions Conditioned on Mortgagee's Approval.

8.4.1 Unless each first Mortgagee of each Unit which would be affected by such action has given its prior written approval thereof, neither the Council nor any Unit Owner shall by act or omission

(a) partition or subdivide, or seek to partition or subdivide, any such Unit;

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(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) 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 subsection 9.3 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, and to Receive Audited Statement and Notice.

A Mortgagee shall, upon request of the Council, and provided that such Mortgagee has furnished the Council with the information which it is required by the By-Laws to furnish the Council, all in the manner set forth therein, be entitled to

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

8.5.2. receive an annual financial statement of the Council within ninety (90) days following the end of any fiscal year of the Council;

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

8.5.4. be given timely written notice by the Council of

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

(b) any proposed termination of the Condominium Regime;

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

(d) 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 or By-Laws which is not cured within sixty (60) days;

(e) the occurrence of any significant damage to or destruction of the Common Elements; and

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

8.6. Rights in Event of Damage or Destruction.

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).

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8.6.2. Nothing in the provisions of this Declaration, the By-Laws 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.

#### Section 9. General.

9.1. Effectiveness. This Declaration shall become effective upon and only upon its having been executed and acknowledged by the Developer and recorded among the Land Records of Baltimore County.

#### 9.2. Assignment.

9.2.1. The Developer 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 Developer's rights (and any proxy) under, or held pursuant to, the provisions of Sections 6 and 7) by an instrument which makes specific reference to this subsection, and is executed and delivered by the Developer and recorded among the Land Records of Baltimore County. Notwithstanding any such assignment, the Developer shall remain liable for the performance of the obligations of the Developer hereunder.

9.2.2. The Developer 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.

#### 9.3. Amendment and Termination.

9.3.1. Except as is hereinafter provided and except as provided in Section 7, 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.

9.3.2. Notwithstanding the provisions of paragraph 9.3.1, 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

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Address: 11913-Tar-24-18-18  
Order: 05-08-17

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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 Developer (including, without limitation, the provisions of subsection 6.3, paragraph 6.7.3, paragraph 6.7.4, Section 7, subsection 9.2 and paragraph 9.3.3(c)) or provisions required by any governmental authority (including, without limitation, the provisions of subsection 6.8, subsection 7.7 and Section 8) or provisions for the benefit of any public utility;

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

(e) such amendment would modify this paragraph 9.3.2.

9.3.3. Anything contained in any of the provisions of this Declaration to the contrary notwithstanding,

(a) for purposes of the provisions of paragraph 9.3.1, an amendment of the By-Laws in accordance with the provisions thereof shall not be deemed an amendment of this Declaration;

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

(d) nothing in the foregoing provisions of this subsection 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.

9.3.4. 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 Baltimore County.

9.3.5. Except as is otherwise provided in this Declaration, the Condominium regime may be terminated with and only with the prior express written consent thereto of each Unit Owner acting in accordance with the provisions of the Act.

9.4. Waiver. Neither the Developer 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 Developer 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.

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

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

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

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be construed wherever possible as being consistent with applicable law.

9.8. 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.

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

9.10. 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.

9.11. General Plan of Development.

9.11.1. The provisions of this Declaration, the By-Laws and the Condominium Plat shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefiting and burdening the respective titles to each Unit and the Common Elements.

9.11.2. Subject to the provisions of the Act, if any Unit Owner or other person fails to comply with any of the provisions of this Declaration, the By-Laws or the Condominium Plat, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief or both, in the Council and each Unit Owner (including the Developer if he is a Unit Owner), and their respective heirs, personal representatives, successors and assigns.

9.11.3. Both the Developer, 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 By-Laws and the Condominium Plat.

9.12. 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 By-Laws shall be joint and several.

9.13. Notices.

9.13.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to the Developer, 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.

9.13.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless a Unit Owner or a Mortgagee has notified the Council of its status as such and furnished the Council with its Notice Address in accordance with the provisions of the By-Laws, 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 or any Unit Owner.

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

9.15. Developer's Affirmation Pursuant to Section 11-102.1 of the Act. The Developer 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.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and ensealed on its behalf by

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its duly authorized representatives, the day and year  
first above written.

WITNESS:

NORTHWEST PROPERTIES CO., a  
Maryland General Partnership

By: MG Associates, Inc., managing  
general partner

William M. Bonney

by: Alex Kheruze  
Alexander Kheruze  
Executive Vice-President

The Developer

STATE OF MARYLAND: CITY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY that on this 20<sup>th</sup> day of May,  
1988, before me, the subscriber, a Notary Public for the  
state and county aforesaid, personally appeared ALEXANDER  
KHERUZE, known to me or satisfactorily proven to be the  
person whose name is subscribed to the foregoing  
instrument, who acknowledged that he is the Executive  
Vice-President of MG Associates, Inc., the managing  
general partner of NORTHWEST PROPERTIES CO., a Maryland  
general partnership, and the entity named in the foregoing  
instrument as "the Developer", that he has been duly  
authorized to execute, and has executed, the said  
instrument on behalf of the said partnership for the  
purposes therein set forth, and that the same is its act  
and deed.

AS WITNESS my hand and Notarial Seal.

Barbara M. Morgan  
Notary Public

My commission expires on July 1, 1990.

After recording, please return to:

LAW OFFICES

FRANK, BERNSTEIN, CONAWAY & GOLDMAN

300 EAST LOMBARD STREET

BALTIMORE, MARYLAND 21202

Attention: Kelvin R. Antill, Esq.

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CONSENT AND SUBORDINATION

Capitol Bank and Trust Company, a Massachusetts banking corporation (the "Mortgagee"), holder of a Mortgage-Security Agreement (the "Mortgage") made by Northwest Properties Co., a Maryland General Partnership (the "Mortgagor"), in favor of Mortgagee, dated October 7, 1987 effective on October 8, 1987, recorded among the Land Records of Baltimore County, Maryland in Liber 7696 at Folio 61 et seq., hereby consents, and subordinates and subjects so much of the lien of the Mortgage as is applicable to the land, together with the buildings thereon numbered 11900, 11902, 11906, 11908, 11910, 11912, 11914 and 11916 Tarragon Road, Reisterstown (a/k/a Owings Mills), MD 21136, being Lot No. 1 Tiffany Square Apartments on Exhibit A attached to the Mortgage (the "Premises"), to the provisions of (a) the Declaration of Mortgagor (as "Developer") creating, in respect to the Premises, The Gardens at Owings Mills I, a Condominium, (b) the By-Laws in connection therewith (each of which instruments is to be recorded herewith among the Land Records of Baltimore County, Maryland), and (c) the Maryland Condominium Act, as referred to in the Declaration, as fully and with the same force and effect as if (i) the Declaration and By-Laws were dated, executed and recorded prior to the Mortgage, and (ii) the Mortgage, and the security interests thereof, included all of the condominium units

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comprising The Gardens at Owings Mills I, A Condominium and the respective undivided percentage interests of each of said units in the common areas and facilities of said Condominium (hereinafter referred to as the "Units" or as the "Mortgaged Premises"), subject to and together with the benefit of all applicable rights, easements, restrictions, covenants, agreements, obligations, conditions and other provisions set forth in said Declaration, By-Laws and the Maryland Condominium Act. This instrument of Consent and Subordination is expressly made subject, in all events, to the following conditions, understandings and agreements:

1. Nothing in, or resulting from this Consent and Subordination shall be deemed in any way to create between Mortgagor, as Developer, and Mortgagee any relationship of partnership or joint venture, or to impose upon Mortgagee any liability, duty or obligation whatsoever.

2. The security interests of the Mortgage shall include all of the rights, powers, privileges and interests of and reserved by Mortgagor as Developer under the foregoing Declaration and By-Laws.

Mortgagor, in addition to all other covenants and agreements of Mortgagor under the Mortgage, does hereby covenant and agree as follows:

1. That the Mortgaged Premises shall always conform to law and to the laws of the County of Baltimore and the State of

Maryland, and that neither Mortgagor, nor anyone claiming a right of possession by, through or under Mortgagor, nor any other occupant will commit, permit or suffer any waste, impairment or deterioration of the Mortgaged Premises or any part thereof or use the same or any portion thereof for any purpose in violation of any provisions as to use or restrictions set forth in the Declaration, the By-Laws, any rule or regulation promulgated thereunder or under any such law or ordinance.

2. To cause the Council of Unit Owners of The Gardens at Owings Mills I, A Condominium, and the officers and directors thereof, to maintain in full force and effect a master insurance policy which shall keep the common areas and facilities of the Condominium, the Mortgaged Premises, all fixtures and equipment now or hereafter affixed thereto and made a part thereof, and all additions, alterations and improvements thereto, insured against fire and extended coverage and such other casualties, risks and contingencies as Mortgagee may, from time to time require; and to deposit certificates of insurance therefor with Mortgagee, including new certificates for any insurance about to expire at least ten (10) days before such expiration. Subject to the rights, powers and duties of the Council of Unit Owners, all such insurance shall, in respect to the Mortgaged Premises, be first payable in case of loss to Mortgagee, hereby granting to Mortgagee, in the event of foreclosure, full authority as attorney irrevocable of Mortgagor to transfer Mortgagor's

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interests in such insurance to any person or persons claiming title to the Mortgaged Premises, or any part thereof, by virtue of foreclosure proceedings without claim on the part of Mortgagor, or those claiming title under Mortgagor, for compensation therefor. Mortgagor shall promptly notify Mortgagee of any additions, alterations and improvements to the Mortgaged Premises which may require an increase in coverage under any master insurance policy or policies required to be obtained by Mortgagor in accordance with the foregoing, so as to prevent the application of any co-insurance provisions. So much of the master insurance policy as insures against loss from fire and other hazards comprehended in extended coverage insurance, as purchased by the Council of Unit Owners, shall be in an amount equal to the full replacement value of the Condominium exclusive of land. In the event of any casualty loss to the Condominium or to any portion of the Mortgaged Premises:

(a) Mortgagor shall immediately notify Mortgagee of any such loss;

(b) Mortgagee may elect to vote in place and in the stead of Mortgagor with respect to all matters of repair, restoration and insurance disposition, with all of Mortgagor's rights and powers under the Council of Unit Owners and its By-Laws, and rules and regulations thereunder; and, in order to effectuate the foregoing, Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's agent (under an agency coupled with an

interest) with full right and power in Mortgagee so to vote and act for, in the name and on behalf of Mortgagor;

(c) Mortgagor shall, in the event of a vote to repair and restore, promptly make advances of such funds as are required by the Council of Unit Owners in the case of inadequacy of insurance;

(d) Mortgagee may make such advances for Mortgagor (without obligation to do so) and the same shall be secured by the Mortgage; if Mortgagee makes any such advance, Mortgagor shall, upon demand, execute, deliver and record, at Mortgagor's expense, such documents as Mortgagee may reasonably require to evidence such advance and establish such security; and

(e) In the event that Mortgagor receives any funds, including (without limitation) insurance proceeds arising from damage to the Mortgaged Premises, whether from casualty or otherwise, Mortgagor shall immediately pay over, transfer and assign such funds to Mortgagee.

3. To keep or cause to be kept the Mortgaged Premises in such repair, order and condition as the same are now in or may hereafter be put, damage by fire or other casualty being expressly not excepted.

4. To keep, perform and otherwise comply with all applicable statutes of the State of Maryland and all such covenants, restrictions, agreements and provisions of the Declaration and

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the foregoing By-Laws, and rules and regulations promulgated thereunder.

5. Not to vote to amend, or to execute any instrument or otherwise to cause, or by abstention from voting or other inaction to permit, the Declaration or the By-Laws to be altered, amended or terminated, or the Condominium to be removed from the provisions of the Maryland Condominium Act, without first obtaining the written consent of Mortgagee.

6. To pay and discharge, as they become due and payable, all sums and charges assessed by the Council of Unit Owners to Mortgagor, as Mortgagor's share of the common expenses, both general and special, and any other sums and charges assessed against or chargeable to the Mortgaged Premises or to Mortgagor in accordance with the Declaration, the By-Laws and rules and regulations promulgated thereunder; upon request of Mortgagee, Mortgagor shall deliver to Mortgagee receipts for the payment of all sums specified herein; Mortgagor shall, in any event, deliver to Mortgagee promptly upon receipt by Mortgagor, a true and complete copy of each and every notice of default and notice of non-compliance received by Mortgagor with respect to any obligation of Mortgagor under the Declaration, the By-Laws and rules and regulations promulgated thereunder.

7. Except as affected by the foregoing provisions, which are and shall at all times and for all purposes be deemed to be "additional provisions" applicable to and on account of the

Premises included in and as a part of The Gardens at Owings Mills I, A Condominium, the Mortgage is and shall remain in full force and effect as originally made and granted by Mortgagor to Mortgagee.

Executed as a sealed instrument on this 23rd day of  
May, 1988.

NORTHWEST PROPERTIES CO.  
(Mortgagor), acting herein  
by all of its General  
Partners, namely:  
TIFFANY SQUARE LIMITED  
PARTNERSHIP, by its sole  
General Partner:  
MG VENTURES, INC.

CAPITOL BANK AND TRUST COMPANY  
(Mortgagee)

By *Howard M. Tarlow*  
Howard M. Tarlow, Executive  
Vice President

By *Mikhail Gissin*  
Mikhail Gissin, President  
and Treasurer

MG ASSOCIATES, INC.

By *Mikhail Gissin*  
Mikhail Gissin, President  
and Treasurer

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

May 23, 1988

Then personally appeared the above-named Howard M. Tarlow, Executive Vice President of Capitol Bank and Trust Company, and acknowledged the foregoing instrument to be the free act and deed of Capitol Bank and Trust Company, before me,

*Maureen Stout*  
Notary Public  
My Commission Expires:

MAUREEN STOUT  
Notary Public

My Commission Expires January 7, 1994

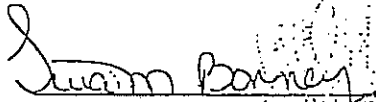
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COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

May 23, 1988

Then personally appeared the above-named Mikhail Gissin, President and Treasurer of MG Associates, Inc., and acknowledged the foregoing instrument to be the free act and deed of MG Associates, Inc., as a General Partner of Northwest Properties Co., before me,

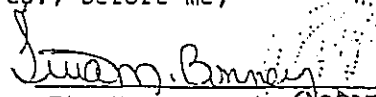
  
Tina M. Bonney, Notary Public  
My Commission Expires: Sept. 17, 1993

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

May 23, 1988

Then personally appeared the above-named Mikhail Gissin, President and Treasurer of MG Ventures, Inc., General Partner of Tiffany Square Limited Partnership, and acknowledged the foregoing instrument to be the free act and deed of MG Ventures, Inc. and of Tiffany Square Limited Partnership, as a General Partner of Northwest Properties Co., before me,

  
Tina M. Bonney, Notary Public  
My Commission Expires: Sept. 17, 1993

THE GARDENS AT OWINGS MILLS I, A CONDOMINIUM

DECLARATION

EXHIBIT A

Description of Lot 1

ALL OF THAT LAND, situated and lying in Baltimore County, Maryland, which is described as follows:

BEGINNING FOR THE SAME at the beginning of that parcel of land which by deed dated April 6, 1971 and recorded among the Land Records of Baltimore County in Liber OTG No. 5177, Folio 541 was conveyed by Melvin Berger and Mildred Schwartz, Co-Partners Trading as Cherry Hill Venture, and Lowell Glazer and Leonard Attman to Lowell R. Glazer, Leonard Attman, Melvin Berger and Mildred Schwartz, Co-Partners trading as Northwest Properties Co. and running thence and binding on a part of said First line and referring the courses of this description to the Baltimore County Grid Meridian North 57 Degrees 00 Minutes 23 Seconds West 606.28 feet to the Southeast side of Caraway Road, 50 feet wide, thence leaving said First line and binding on Caraway Road North 32 Degrees 59 Minutes 37 Seconds East 174.04 and Northeasterly by curve to the left with a radius of 627.98 feet the distance of 112.65 feet to the cutoff connecting the Southeast side of Caraway Road and the Southwest side of Tarragon Road, 60 feet wide, and running thence and

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binding on said cutoff North 64 Degrees 25 Minutes 38 Seconds East 16.04 feet to the Southwest side of Tarragon Road and running thence and binding thereon Southeasterly by a curve to the right with a radius of 640.00 feet the distance of 98.71 feet and South 55 Degrees 15 Minutes 10 Seconds East 645.42 feet thence continuing the same course South 55 Degrees 15 Minutes 10 Seconds East 8 feet more or less to the Northwest side of that parcel of land which by deed dated November 18, 1970 and recorded among the aforesaid Land Records in Liber OTG No. 5156, Folio 268 was conveyed by Frederick W. Berens, Inc., Leonard Attman, Lowell Glazer, Melvin Berger and Mildred Schwartz, to the State of Maryland to the use of the State Roads Commission of Maryland and running thence and binding on said Northwest outline Southwesterly 132 feet more or less and Southwesterly 190 feet more or less as shown on State Roads Commission of Maryland Plat No. 40462 to the place of beginning.

Subject to a 10 foot drainage and utility easement along the first line of the above described parcel of land.

Subject also to a right of way of irregular width at the vicinity of the Eastern most corner of the above described parcel of land as shown on Baltimore County Bureau of Land Acquisition RW Plat 70-276-3 said right of way being conveyed by a deed recorded among the Land

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Records of Baltimore County in Liber OTG No. 5157, Folio 96.

Saving and excepting therefrom so much as was taken by Inquisition dated July 16, 1987 and recorded among the Land Records of Baltimore County in Liber No. 7653, Folio 244.

Being the same property as that which is designated as Lot 1 on a subdivision plat entitled, "Tiffany Square Apartments" and recorded in the Land Records of Baltimore County, Maryland in Plat Book OTG No. 34, Folio 55.

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THE GARDENS AT OWINGS MILLS I, A CONDOMINIUM

DECLARATION

EXHIBIT B - 1

Undivided Percentage Interests in Common Elements

and in Common Expenses and Common Profits

Before Any Expansion of the Condominium

1. Each one bedroom Unit's undivided percentage interest in the Common Elements and undivided percentage interest in the Common Expenses and Common Profits shall be 0.920%. The one bedroom Units consist of the Following Units:

<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>
11906-D	11908-A	11914-D	11916-A
11906-E	11908-E	11914-E	11916-E
11906-F	11908-G	11914-F	11916-G
11906-H	11908-H	11914-H	11916-H
11906-I	11908-I	11914-I	11916-I
11906-J	11908-K	11914-J	11916-K
11906-L	11908-L	11914-L	11916-L

2. Each two bedroom (whether Type A or Type B) Unit's undivided percentage interest in the Common Elements and undivided percentage interest in the Common Expenses and Common Profits shall be 1.180%. The two bedroom Units consist of the Following Units:

<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>
11900-D	11902-I	11910-D	11912-I
11900-E	11902-K	11910-E	11912-K
11900-F	11902-L	11910-F	11912-L
11900-H	11906-A	11910-H	11914-A
11900-I	11906-C	11910-I	11914-C
11900-J	11906-G	11910-J	11914-G
11900-L	11906-K	11910-L	11914-K
11902-A	11908-B	11912-A	11916-B
11902-E	11908-D	11912-E	11916-D
11902-G	11908-F	11912-G	11916-F
11902-H	11908-J	11912-H	11916-J

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3. Each three bedroom (whether Type A or Type B) Unit's undivided percentage interest in the Common Elements and undivided percentage interest in the Common Expenses and Common Profits shall be 1.395%. The three bedroom Units consist of the Following Units:

<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>
11900-A	11902-B	11910-A	11912-B
11900-C	11902-D	11910-C	11912-D
11900-G	11902-F	11910-G	11912-F
11900-K	11902-J	11910-K	11914-J

THE GARDENS AT OWINGS MILLS I, A CONDOMINIUM

DECLARATION

EXHIBIT B - 2

Undivided Percentage Interests in Common Elements  
and in Common Expenses and Common Profits  
After an Expansion of the Condominium

1. Each one bedroom Unit's undivided percentage interest in the Common Elements and undivided percentage interest in the Common Expenses and Common Profits shall be .376%. The one bedroom Units consist of the Following Units:

<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>
11906-D	11906-E	11906-F	11906-H
11906-I	11906-J	11906-L	11908-A
11908-E	11908-G	11908-H	11908-I
11908-K	11908-L	11914-D	11914-E
11914-F	11914-H	11914-I	11914-J
11914-L	11916-A	11916-E	11916-G
11916-H	11916-I	11916-K	11916-L
11901-A	11901-E	11901-G	11901-H
11901-I	11901-K	11901-L	11903-D
11903-E	11903-F	11903-H	11903-I
11903-J	11903-L	11909-A	11909-E
11909-G	11909-H	11909-I	11909-K
11909-L	11911-D	11911-E	11911-F
11911-H	11911-I	11911-J	11911-L
11913-A	11913-E	11913-G	11913-H
11913-I	11913-K	11913-L	11915-D
11915-E	11915-F	11915-H	11915-I
11915-J	11915-L	11921-A	11921-E
11921-G	11921-H	11921-I	11921-K
11921-L	11923-D	11923-E	11923-F
11923-H	11923-I	11923-J	11923-L

2. Each two bedroom (whether Type A or Type B) Unit's undivided percentage interest in the Common Elements and undivided percentage interest in the Common Expenses and Common Profits shall be .482%. The two bedroom Units consist of the Following Units:

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<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>
11900-D	11900-E	11900-F	11900-H
11900-I	11900-J	11900-L	11902-A
11902-E	11902-G	11902-H	11902-I
11902-K	11902-L	11906-A	11906-C
11906-G	11906-K	11908-B	11908-D
11908-F	11908-J	11910-D	11910-E
11910-F	11910-H	11910-I	11910-J
11910-L	11912-A	11912-E	11912-G
11912-H	11912-I	11912-K	11912-L
11914-A	11914-C	11914-G	11914-K
11916-B	11916-D	11916-F	11916-J
11901-B	11901-D	11901-F	11901-J
11903-A	11903-C	11903-G	11903-K
11905-A	11905-E	11905-G	11905-H
11905-I	11905-K	11905-L	11907-D
11907-E	11907-F	11907-H	11907-I
11907-J	11907-L	11909-B	11909-D
11909-F	11909-J	11911-A	11911-C
11911-G	11911-K	11913-B	11913-D
11913-F	11913-J	11915-A	11915-C
11915-G	11915-K	11917-A	11917-E
11917-G	11917-H	11917-I	11917-K
11917-L	11919-D	11919-E	11919-F
11919-H	11919-I	11919-J	11919-L
11921-B	11921-D	11921-F	11921-J
11923-A	11923-C	11923-G	11923-K

3. Each three bedroom (whether Type A or Type B) Unit's undivided percentage interest in the Common Elements and undivided percentage interest in the Common Expenses and Common Profits shall be .571%. The three bedroom Units consist of the following Units:

<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>	<u>Unit No.</u>
11900-A	11900-C	11900-G	11900-K
11902-B	11902-D	11902-F	11902-J
11910-A	11910-C	11910-G	11910-K
11912-B	11912-D	11912-F	11912-J
11905-B	11905-D	11905-F	11905-J
11907-A	11907-C	11907-G	11907-K
11917-B	11917-D	11917-F	11917-J
11919-A	11919-C	11919-G	11919-K

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THE GARDENS AT OWINGS MILLS I, A CONDOMINIUM

DECLARATION

EXHIBIT C

Initial Form of By-Laws