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DECLARATION

FOR

THE TOWERS AT HARBOR COURT CONDOMINIUM

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DECLARATION

FOR

THE TOWERS AT HARBOR COURT CONDOMINIUM

THIS DECLARATION, Made this 12th day of December, 1986, by HARBOR COURT ASSOCIATES, a general partnership, its successors and assigns, hereinafter referred to as the "Developer".

WHEREAS, the Developer holds fee simple title to certain land and air space situate in Baltimore City, Maryland and described in Exhibit "1" attached hereto and made a part hereof (hereinafter called the "Property") and desires to submit the whole of said land and air space, together with the building erected thereon and all rights, alleys, ways, privileges, appurtenances and advantages thereunto belonging, or in any way appertaining, to a Condominium Regime established under the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended (hereinafter called the "Act") and hereby to establish for the Property a Condominium Regime (hereinafter called the "Regime").

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

1. Creation of the Condominium Regime.

A. The Developer hereby submits the land and air space described in "Exhibit 1" and the improvements constructed thereon hereinafter described and shown on the Plat of Condominium Subdivision, Sheets 1 thru 28, (recorded simultaneously herewith), entitled "Plat of Condominium Subdivision for The Towers at Harbor Court Condominium, Phase 1" to a Regime provided for by the Act, and establishes a Regime as therein provided containing a portion of 1 building having a total of 130 units and common elements and a portion of a contiguous building having parking facilities including limited common elements.

B. Said land and air space as improved by the buildings and improvements constructed thereon is more fully described in Plats recorded among the Land Records of Baltimore City simultaneously herewith consisting of 28 sheets designated as:

Plat of Condominium Subdivision for
The Towers at Harbor Court Condominium, Phase 1.

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

2. Additional Phase.

A. The Developer intends to complete construction of sixty (60) additional units and common elements as shown on Sheets 2 through 24 and 28 of the Condominium Plat aforesaid in one (1) additional area designated thereon as Future Phase, hereinafter called the "Phase 2", and hereby reserves the irrevocable right for a period of seven (7) years after the date hereof to add such Phase 2 to the Regime established hereunder, in accordance with the procedure provided herein, and in the Act as the same is in force from time to time, up to a maximum of sixty (60) additional units and common elements; so that the maximum total number of units in the Regime, when fully expanded, shall be one hundred ninety (190).

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

C. The submission of Phase 2 and the foregoing Amendment and Supplement shall be accomplished by the Developer filing among the Land and Plat Records of Baltimore City, Maryland, the appropriate Amendment to this Declaration and Supplement to the Condominium Plats, containing appropriate certifications that the Phase in question has been completed as shown thereon, and the Developer, its successors and assigns, conveying unto each Unit Owner in the Phase to be added by such Amendment an undivided interest in the Common Elements of the Phase submitted to the Regime prior to such Amendment, along with an undivided interest in the Common Elements of the Phase to be added by such Amendment, such interests to be in proportion to the Percentage Interests as set forth in Paragraph 6. hereof and applicable, as therein provided, to the Regime after the addition of the Phase submitted by such Amendment. In order to effectuate the foregoing, the undivided interests in the Common Elements in the Phase submitted to the Regime prior to the Amendment in question, which are to be conveyed to Unit Owners in the Phase to be added by such Amendment shall automatically revert to and be vested in the Developer, its successors and assigns and Trustees under Deeds of Trust, upon the filing of such Amendment.

D. It is the further intent and purpose hereof and it is hereby declared, that as Phase 2 is added to the

Regime established hereunder in the manner provided above, each owner of a Unit in the Regime as the same is constituted prior to the Amendment in question (and the holder of any mortgages or beneficiary of or Trustee in any Deed of Trust on such Unit, as its interests appear), shall have and be vested with an undivided interest in the General Common Elements in the Additional Phase added, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6. hereof and applicable as therein provided to the Regime after the addition of the Phase submitted by such Amendment, and that such vesting shall occur immediately, and absolutely, upon the filing of the Amendment adding the Additional Phase without the necessity of any separate conveyance of such interests.

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

F. The foregoing notwithstanding, the Developer shall execute and record, from time to time, as may be reasonably required by any Unit Owner or holder of any mortgage or any beneficiary of any Deed of Trust on any Unit, such other and further instruments of conveyance as may be necessary in the circumstances to validly carry out the intent and purpose set forth above with regard to vesting of interests in the Common Elements.

G. Notwithstanding anything herein to the contrary, the Developer covenants and agrees it will expand the Condominium Regime, by adding Phase 2 to the Regime within one (1) year from the date of recordation of this Declaration.

3. Description of the Buildings.

The Towers at Harbor Court Condominium, Phase 1, consists of certain portions of one (1) building, said portions consisting of a total of one hundred thirty (130) separately designated and legally described fee simple estates, each consisting of a Condominium Unit and common elements, and parking facilities (including limited common elements parking spaces) within a separate and contiguous building, as shown on the Plat of Condominium Subdivision for The Towers at Harbor Court Condominium, Phase 1 prepared and certified by Century Engineering, Inc., 32 West Road, Towson, Maryland 21204, registered surveyors in the State of Maryland, which Plats are intended to be recorded simultaneously herewith.

4. The Name of the Condominium.

This Condominium Regime shall be known as: THE TOWERS AT HARBOR COURT CONDOMINIUM.

5. Units.

A. Each Unit shall be conveyed by the name of
B.2.4

the Condominium, its Tower and Unit number which number is designated on Sheets 3 through 25 of the Plats for said Condominium. The dimensions, area, and location of each Unit are shown on the Plats of the Condominium as described above.

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

C. Each Unit shall consist of:

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

a. The lower vertical boundary (the "bottom of the Unit") of each Condominium Unit is a horizontal plane, the elevation of which coincides with the lower vertical elevation shown on the Plats, extending to intersect the lateral boundaries thereof. The upper vertical boundary (the "top of the Unit") is a horizontal plane, the elevation of which coincides with the upper vertical elevation as shown on the Plats, extending to intersect the lateral boundaries thereof. The lateral boundaries (the "sides of the Unit") of each unit are the vertical planes coinciding with the outermost boundary lines of the units, as shown on the Condominium Plats, extending to intersect the upper and lower vertical boundaries thereof and the other lateral boundaries of the unit.

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

3. Improvements which shall include, but not be limited to:

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

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

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

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

F. Each unit in each tower shall be used only for residence purposes by the Unit Owner or Owners thereof, his family, guests, invitees, or other occupants, or the lessees of the Unit Owner, their families, guests, invitees or other occupants, except that the Developer, until all Units have been sold and settled for, may use one or more Units, at its discretion, for model Units for purposes of sale, and may also maintain a sale office in one or more of the Units, at its discretion, for the same period of time. No Unit Owner, except a mortgagee or the Developer and their assigns, may lease his Unit for a period of less than thirty (30) days.

6. Percentage Interests.

A. Each Unit shall have the Percentage Interest in the Common Elements and Common Expenses and Common Profits of the Condominium Regime as listed on "Exhibit 2" of this Declaration. The Percentage Interests may be changed only in accordance with the "Act".

7. Description of Common Elements.

A. All areas and facilities which are not part of a Unit comprise the Common Elements, as graphically shown on the Plats aforesaid, including, but not limited to: sidewalks; entrance walks, every foundation wall, exterior wall, portion of a party wall, roof, column, girder, beam, support, stairway, floor, partition, entrance and exit, front steps and interior stairways and entrance halls, recreational areas, parking areas excluding parking spaces defined below as limited common elements, elevators, conduits, sewers, water mains, storm drains and other lines, exterior lighting, mailbox clusters, flue stacks, dumb waiter shafts, and all other devices rationally of common use and necessary to the upkeep, use and safety of the building, and all other conduits and wire outlets and utility lines regardless of location and all other parts of the Regime and all apparatus and installations existing in the building or for common use or necessary or convenient to the existence, maintenance or safety of the Regime.

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

C. Except as hereinabove provided, and except as provided in Paragraph 10. hereof, all Common Elements in The Towers at Harbor Court Condominium are subject to perpetual easement for the use in common thereof for ingress, egress and utilities. This provision and covenant shall run with the land and the benefits and burdens thereof, shall inure to the benefit of and be binding upon the Developer, its successors and assigns and the Unit Owners, their heirs, successors, personal representatives and assigns.

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

E. Each Unit Owner, in proportion to his Percentage Interest in the Common Expenses and Common Profits, shall contribute toward payment of the Common Expenses and no Unit Owner shall be exempt from contributing toward said Common Expenses either by waiver of the use or enjoyment of the Common Elements, or any of them, or by the abandonment of his Unit. The contribution, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Baltimore City, Maryland simultaneously herewith (hereinafter called the "By-Laws").

F. As defined in the "Act", this Regime has the following Limited Common Elements, which shall be maintained, repaired, and replaced as a common expense except as may herein elsewhere or in the By-Laws be provided:

1. The terraces adjoining the Units on the 7th floor, as shown on the aforesaid Plats, which terraces are limited to the use of the Units binding thereon.

2. The storage lockers as shown on the Plats aforesaid at the time of recordation of this Declaration. All storage lockers will be allocated to North Tower, Unit Number M201. It is the intention of the Developer to grant by deed not less than one storage locker to each Unit Owner pursuant to Section 11-108(b) of the "Act".

3. The fireplaces in Units, excluding therefrom flue stacks (which are previously defined herein as General Common Elements).

4. Parking Spaces as shown on the Plats aforesaid. At the time of recordation of this Declaration all spaces will be allocated to North Tower, Unit Number M201. It is the intention of the Developer to grant by deed not less than one parking space to each Unit Owner pursuant to Section 11-108(b) of the "Act".

8. Condominium Units and Common Elements.

A. If any Common Element, or any part thereof, now or at any time hereafter, encroaches upon any Unit or any Unit encroaches upon any Common Element, whether such encroachment is attributable to construction, settlement, or shifting of the building, or any other reason whatsoever beyond the control of the Board of Directors or any Unit Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, either for the benefit of the Board of Directors or for the Unit Owner, their respective heirs, personal representatives, successors or assigns, to provide for the encroachment and non-disturbance of the Common Element, or the Unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue.

B. Conveyance or other disposition of a Unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this Paragraph without specific or particular reference to such easement.

9. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

10. Easements.

A. In addition to the easements reserved on the Plats aforesaid which are for the benefit of the Developer, its successors and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust:

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

2. The Developer hereby reserves unto itself, its successors and assigns, an easement in, through and over the Common Elements, for as long as the said Developer, its successors and assigns and Mortgagees, Beneficiaries and Trustees under Deeds of Trust, shall be engaged in the construction,

development and sale of Units, which easement shall be for the purpose of construction, installation, maintenance and repair of the building and appurtenances thereto, for ingress and egress to all Units and all Common Elements, and for use of all walkways, parking spaces and areas, existing and future model units for sales promotion and exhibition. In addition, Developer hereby reserves the irrevocable right to enter into, upon, over or under any Unit for a period of two (2) years after the date of delivery of the Unit deed for such purposes as may be reasonably necessary for the Developer or its agents to complete the Regime or service any Unit thereof.

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

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

5. The Developer, for itself, its successors, assigns and all future owners of South Tower, Unit Number 2704, if and when added to the Regime, reserves an easement for the heat pumps and their associated pipes and wiring to remain in, on, and over the general common elements of the Regime.

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

C. In addition to the easements reserved aforesaid, the Condominium Regime herein created is subject to certain easements, covenants, conditions and restrictions contained in the following documents:

1. Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions granted by Developer and dated April 9, 1986 and recorded among the Land Records of Baltimore City, Maryland in Liber S.E.B. No. 893, Folio 406, and any supplements thereto.

2. Any easements, covenants, conditions and restrictions contained in the Disposition and Development Agreement between Murdock Development Company and the Mayor and City Council of Baltimore dated July 14, 1982 and recorded among the land records aforesaid in Liber S.E.B. No. 269, Folio 181, and an Amendatory Agreement dated July 25, 1984 and recorded among the land records aforesaid in Liber S.E.B. No. 269, folio 295.

3. Amended and Restated Harbor Court Maintenance Memorandum dated April 9, 1986 made by Harbor Court Associates and recorded among the land records aforesaid on June 6, 1986 in Liber S.E.B. No. 893, folio 549, and any supplements thereto.

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

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

13. Notice to Mortgagees. All amendments to this Declaration affecting those limitations contained in Section 11-103(c)(1)(I) through (IV) of the Act, as amended, must be approved in writing by the holder of any mortgage or the Beneficiary or Trustee under any Deed of Trust on any Unit and said holder or Beneficiary or Trustees shall be given thirty (30) days written notice of any such proposed amendment or amendments prior to the meeting of the Council provided for in Paragraph 20 of this Declaration.

14. Exterior Modifications. Unit Owners may not make changes to the exterior of their Units or changes which would be visible from the exterior of a Unit without first obtaining

consent, in writing, of the Architectural Standards Committee, established in the By-Laws recorded herewith.

15. Maintenance by Owners.

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

1. Washing of the interior (Unit Side) of all exterior windows and glass door lites;
2. Painting, where applicable, the interior (Unit Side) surface of all doors; and
3. Maintenance only, of fireplaces, excluding flue stacks.

B. Expenses incurred by the Council for maintenance of Limited Common Elements may be assessed against the Unit Owner(s) who enjoy the exclusive right to use such Limited Common Elements. Assessments for charges incurred pursuant to this Paragraph 15.B. may be levied and enforced in the same manner as assessments for Common Expenses.

C. Notwithstanding subparagraph B, the Board of Directors of the Council of Unit Owners may, in its sole discretion, authorize the provision of certain services (such as but not limited to routine preventive maintenance and filter changes for heating and air conditioning heat pumps and routine cleaning and maintenance of limited common element parking spaces) for all Units, and in such event charges for such services may be assessed as Common Expenses provided such services are made available to all Unit Owners.

16. Parking Spaces and Storage Lockers.

A. Only a Unit Owner or his Tenant may own and use a parking space (which is a Limited Common Element as defined in Paragraph 7.F.4). Said parking space shall be numbered and that number shall be registered to the Unit Owner. The Secretary of the Council shall keep such a registry. Parking spaces may only be sold or leased to other Unit Owners or to the operator of the Parking Garage for monthly parking or to the owner of Phase 2, its successors and assigns. In accordance with other provisions of this Declaration, the owner of the Parking Garage may make such rules for operation of the Garage as are requisite and each Unit Owner, to the extent such rules apply, shall be bound to observe said rules and comply therewith.

B. Only a Unit Owner or his tenant may own and use a storage locker (which is a limited common element as defined in Paragraph 7.F.2.). Said storage locker shall be

numbered and that number shall be registered to the Unit Owner. The Secretary of the Council shall keep such a registry. Unit Owners shall have a right to place a lock on said storage locker to restrict its use to those to whom he shall give a key. Storage lockers may only be sold or leased to other Unit Owners or to the Owner of Phase 2, its successors and assigns. The Board shall have the right to make such rules governing the use of the storage lockers as are requisite, and each Unit Owner and the owner of Phase 2, its successors and assigns, to the extent such rules apply, shall be bound to observe said rules and comply therewith.

17. Additional Facilities. The Condominium Regime created by this Declaration, the By-Laws, and Plats recorded herewith is a part of a larger tract (See Exhibit 3 attached hereto and made a part hereof) which it is intended will, when fully constructed and developed, contain a hotel, health club, offices, and parking garage, in addition to this Condominium Regime, as fully expanded. The subdivision plat for Harbor Court, which is referenced in the aforesaid Exhibit 3, lists each of these facilities as "spaces" and describes their horizontal and vertical boundaries. It is the intention of the Developer for and on behalf of the Council of Unit Owners of The Towers at Harbor Court Condominium to enter into contracts with these "Additional Facilities" (hereinafter including the health club, hotel, offices, and parking garage) which contracts will provide Unit Owners with the ability to avail themselves of the services provided by these "Additional Facilities". There will exist at the time of recordation of this Declaration certain easements, covenants, conditions and restrictions previously referred to in Paragraph 10.C. of this Declaration which will govern certain aspects of the "Additional Facilities". It is the intention of the Developer to offer, by contract with the "Additional Facilities", to all Unit Owners membership in the health club on the same terms and conditions as are offered to all other members of the general public but only for so long as the health club exists and is accepting memberships and offering services to the general public. Any "user fees" and/or membership fees are voluntary and are subject to separate contract between the Unit Owner and the entity offering the service or membership.

18. Eminent Domain.

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

B. This Declaration specifically provides for an allocation of any award for a taking under the power of eminent domain of all or a part of the Condominium. This Declaration also provides for (1) reapportionment or other change of the Percentage Interests appurtenant to each Unit remaining after taking; (2) the rebuilding, relocation or restoration of any

improvements so taken in whole or in part; and (3) the termination of the Condominium Regime following any taking.

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

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

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

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

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

E. Unless otherwise provided in this Declaration following the taking of all or a part of any Unit, the Percentage Interests appurtenant to the Unit shall be adjusted in proportion as the amount of floor area of the Unit so taken bears to the floor area of the Unit prior to the taking. The Council of Unit Owners promptly shall prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Unit. Subject to sub-paragraph G, (1) following the taking of part of a Unit the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit and (2) following the taking of all of a Unit the right to vote appurtenant to the Unit shall terminate.

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

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

19. Termination of Regime. Each Unit Owner in The Towers at Harbor Court Condominium covenants and agrees that abandonment or termination of the Regime herein created is

subject solely to and shall be accomplished in strict accordance with the Act.

20. Administration of Condominium. In accordance with the provisions of the By-Laws, the Condominium shall be operated like a non-stock business corporation, the Council being considered the corporation and the Unit Owners being considered the members. As provided in the By-Laws, the Unit Owners shall elect a Board of Directors.

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

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

B. An amendment or amendments to this Declaration may be proposed by the Board of Directors, acting upon a vote of the majority of the Directors, or by the Unit Owners holding a majority of votes of the Units in the Council, whether meeting as the Council or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or any Unit Owners, such proposed amendment or amendments shall be transmitted to the President of the Council, or other officer of the Council in the absence of the President, who shall thereupon call a special meeting of the Council for a date not less than ten (10) days nor more than ninety (90) days, from receipt by him of the proposed amendment or amendments; and it shall be the duty of the Secretary to give to each Unit Owner written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days, nor more than ninety (90) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Unit Owner at his post office address as it appears on the books of the Council, the first class postage thereon prepaid. Any Unit Owner may, by written waiver of notice signed by such Unit Owner, waive such notice and such waiver, when filed in the records of the meeting, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice of such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of eighty percent (80%) of the Unit Owners of the Council, as then constituted, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary for the

Council as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Land Records of Baltimore City, Maryland, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form in which the same were placed on record by the Council shall be delivered to all of the Unit Owners and mailed to the holders of mortgages or Beneficiaries or Trustees under Deeds of Trust listed in the registry to be maintained in accordance with the By-Laws, but delivery and mailing of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Unit Owner shall be recognized if such Unit Owner is not in attendance at such meeting, or represented thereat by written proxy, provided such written vote is delivered to the Secretary of the Council at or prior to such meeting.

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

D. Anything in sub-paragraphs B and C which may imply to the contrary notwithstanding, any modification, supplement or amendment of and the giving of any consent or taking of any other action pursuant to or relating to the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated April 9, 1986 executed by Developer and recorded among the Land Records of Baltimore City, Maryland in Liber S.E.B. No. 893, Folio 406 or the Amended and Restated Harbor Court Maintenance Memorandum dated April 9, 1986 executed by Developer and recorded among said Land Records in Liber S.E.B. No. 893, Folio 549, shall not require a vote of the Council of Unit Owners and may be approved by a vote of the majority of a quorum of the Board of Directors of the Council; provided, however, should such Board of Directors in its sole discretion submit any proposal relating to said documents to a vote of the Council of Unit Owners, a vote of more than fifty percent (50%) of the Units actually voting on such proposal shall be deemed approval or disapproval as the case may be, and any abstention of voting on such proposal shall not affect such proposal.

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

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

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

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

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

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

WITNESS:

HARBOR COURT ASSOCIATES

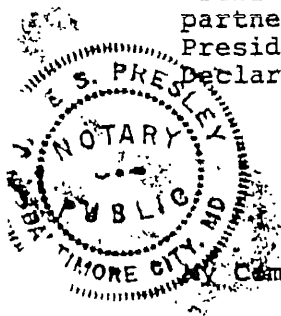
BY: MURDOCK DEVELOPMENT
CORPORATION, Managing General
Partner

Jane S. Presley

By: Robert G. Welling (SEAL)
Robert G. Welling,
Vice President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 12th day of December, 1986, before me, the undersigned, a Notary Public of the State aforesaid, personally appeared ROBERT G. WELLING, who acknowledged himself to be Vice President of Murdock Development Corporation, managing general partner of Harbor Court Associates, and that he, as such Vice President, being authorized so to do, executed the foregoing Declaration for the purposes therein contained, as its act.



Jane S. Presley
Notary Public

Commission Expires: July 1, 1990

THE TOWERS AT HARBOR COURT CONDOMINIUM
EXHIBIT "1"

276
Area 6A, Area 6B, Area 6D, Area 6E, Area 6F, Area 6G, Area 6H, Area 6J and Area 6K of Parcel 6 as shown on the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder 3067 on January 29, 1986, and those portions of Area 6C of said Parcel 6 known as Area 6C-3 (North Tower), Area 6C-4 (North Tower), Area 6C-5 (East Tower) and Area 6C-6 (East Tower) and more particularly described as follows:

Area 6C-3 (North Tower) of Area 6C: BEGINNING for the same at the beginning of the third line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with said third line and also the fourth, fifth and a part of the sixth line the following four (4) bearings and distances:

- 1099 PAGE 009
-4
- (1) North 87°22'45" East 56.92 feet;
 - (2) South 02°37'15" East 94.92 feet;
 - (3) North 87°22'45" East 0.67 feet; and
 - (4) South 02°37'15" East 79.45 feet; thence for a new line of division the following five (5) bearings and distances:
 - (5) South 87°22'45" West 27.42 feet on the centerline of a stud wall and column line;
 - (6) North 02°37'15" West 1.02 feet on the centerline of a stud wall;
 - (7) South 87°22'45" West 17.97 feet on the centerline of a stud wall;
 - (8) South 02°37'15" East 2.41 feet on the centerline of a stud wall; and
 - (9) South 87°22'45" West 41.63 feet, on the south face of a brick wall and said south face extended westerly to intersect the first line of said Area; thence running with a part of said first line
 - (10) North 03°18'00" West 16.05 feet; thence binding on the second line of said Area
 - (11) North 07°53'08" East 162.43 feet to the point of beginning.

COMMENCING at Elevation 84.625 ascending to Elevation 319.00 with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 12,815.7 square feet more or less.

Area 6C-4 (North Tower) of Area 6C: BEGINNING for the same at the beginning of the third line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with said third line and also the fourth, fifth and a part of the sixth line the following four (4) bearings and distances:

- (1) North 87°22'45" East 56.92 feet;
- (2) South 02°37'15" East 94.92 feet;
- (3) North 87°22'45" East 0.67 feet; and
- (4) South 02°37'15" East 47.73 feet; thence for a new line of division the following three (3) bearings and distances:
- (5) South 87°22'45" West 55.43 feet on the centerline of a stud wall;
- (6) South 02°37'15" East 0.61 feet to the south face of a brick wall; and
- (7) South 87°22'45" West 28.73 feet on the south face of said brick wall extended westerly to intersect the second line of said Area; thence binding on a portion of said second line
- (8) North 07°53'08" East 145.70 feet to the point of beginning.

COMMENCING at Elevation 319.00 ascending to unlimited height with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 10,055.8 square feet more or less.

Area 6C-5 (East Tower) of Area 6C: BEGINNING for the same at the beginning of the ninth line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said ninth line

(1) South 87°22'45" West 110.50 feet; thence for a new line of division the following five (5) bearings and distances:

(2) North 02°37'15" West 47.99 feet on the centerline of a stud wall and said wall extended southerly;

(3) North 87°22'45" East 7.61 feet on the centerline of a stud wall;

(4) North 02°37'15" West 2.12 feet on the centerline of a stud wall;

(5) North 87°22'45" East 6.39 feet on the centerline of a stud wall and the south side of a chase; and

(6) North 02°37'15" West 26.31 feet on the centerline of a stud wall to intersect the seventh line of said Area; thence running with said line

(7) North 87°22'45" East 96.50 feet; thence

(8) South 02°37'15" East 76.42 feet on the eighth line of said Area to the point of beginning.

COMMENCING at Elevation 84.625 ascending to Elevation 319.00 with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 8,059.9 square feet more or less.

Area 6C-6 (East Tower) of Area 6C: BEGINNING for the same at the beginning of the ninth line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder S.E.B. 3067; thence running with a part of said ninth line

(1) South 87°22'45" West 98.84 feet; thence for a new line of division the five (5) following bearings and distances:

(2) North 02°37'15" West 21.60 feet along the west face of a brick wall and said wall extended southerly;

(3) North 87°22'45" East 0.38 feet to the centerline of a stud wall;

(4) North 02°37'15" West 31.75 feet on said centerline;

(5) North 87°22'45" East 14.93 feet on the centerline of a stud wall and the south side of a chase; and

(6) North 02°37'15" West 23.07 feet on the centerline of a stud wall to intersect the seventh line of said Area; thence binding on a part of said seventh line

(7) North 87°22'45" East 83.53 feet; thence binding on the eighth line of said Area

(8) South 02°37'15" East 76.42 feet to the point of beginning.

LIBR 1 099 PAGE 1090

EXHIBIT "1"

COMMENCING at Elevation 319.00 ascending to unlimited height with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System.

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

CONTAINING 7,188.1 square feet more or less

TOGETHER WITH AND SUBJECT TO the benefits and burdens of: Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 4-9-86, made by Harbor Court Associates, recorded 6-6-86 in Liber S.E.B. No. 893, folio 406.; First Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 7-24-86, made by Harbor Court Associates, recorded 8-14-86 in Liber S.E.B. No. 958, folio 162; Second Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 9-19-86, made by Harbor Court Associates, recorded 10-31-86 in Liber S.E.B. No. 1031, folio 281; Third Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 10-30-86, made by Harbor Court Associates, recorded 11-13-86 in Liber S.E.B. No. 1066, folio 402. Fourth Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 11-17-86, made by Harbor Court Associates, recorded 11-26-86 in Liber S.E.B. No. 1081, folio 581; Amended and Restated Harbor Court Maintenance Memorandum dated 4-9-86 made by Harbor Court Associates, recorded 6-6-86 in Liber S.E.B. No. 893, folio 549; First Supplement to Amended and Restated Harbor Court Maintenance Memorandum dated 7-24-86, made by Harbor Court Associates, recorded 8-14-86 in Liber S.E.B. No. 958, folio 177; Disposition and Development Agreement dated 7-14-82 between the Mayor and City Council of Baltimore and David H. Murdock dba David H. Murdock Development Company recorded 8-2-84 in Liber S.E.B. No. 269, folio 289; Amendatory Agreement dated 7-25-84 between the Mayor and City Council of Baltimore and Murdock Development Company recorded 8-2-84 in Liber S.E.B. No. 269, folio 295; Assignment & Assumption of Disposition and Development Agreement, from Murdock Development Company to Harbor Court Associates, dated 7-30-84 recorded 8-2-84 in Liber S.E.B. No. 269, folio 363; and Amendment to Deed and Agreement dated 9-16-86 between Harbor Court Associates and the Mayor and City Council of Baltimore recorded 11-14-86 in Liber S.E.B. No. 1031, folio 274.

DECLARATION FOR THE TOWERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>		<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>	
		Phase 1	Phase 1 and 2			Phase 1	Phase 1 and 2
EAST				EAST			
	700	.49	.35		1803	.53	.38
	701	.57	.41		1901	1.06	.76
	702	.72	.52		1902	.72	.52
	703	.53	.38		1903	.53	.38
	801	1.06	.76		2000	.49	.35
	802	.72	.52		2001	.57	.41
	803	.53	.38		2002	.72	.52
	901	1.06	.76		2003	.53	.38
	902	.72	.52		2101	1.06	.76
	903	.53	.38		2102	.72	.52
	1001	1.06	.76		2103	.53	.38
	1002	.72	.52		2200	.49	.35
	1003	.53	.38		2201	.57	.41
	1101	1.06	.76		2202	.72	.52
	1102	.72	.52		2203	.53	.38
	1103	.53	.38		2301	1.06	.76
	1201	1.06	.76		2302	.72	.52
	1202	.72	.52		2303	.53	.38
	1203	.53	.38		2400	.49	.35
	1401	1.06	.76		2401	.57	.41
	1402	.72	.52		2402	.72	.52
	1403	.53	.38		2403	.53	.38
	1501	1.06	.76		2500	.49	.35
	1502	.72	.52		2501	.57	.41
	1503	.53	.38		2502	.72	.52
	1601	1.06	.76		2503	.53	.38
	1602	.72	.52		2600	.49	.35
	1603	.53	.38		2601	.57	.41
	1701	1.06	.76		2602	.72	.52
	1702	.72	.52		2603	.53	.38
	1703	.53	.38		2701	2.24	1.63
	1800	.49	.35		2801	1.64	1.18
	1801	.57	.41		2901	1.64	1.18
	1802	.72	.52				

DECLARATION FOR THE TOWERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>		<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>	
		Phase 1	Phase 1 and 2			Phase 1	Phase 1 and 2
NORTH				NORTH			
	707	.82	.59		2307	.82	.59
	708	.79	.57		2308	.79	.57
	709	.82	.59		2309	.82	.59
	807	.82	.59		2407	.82	.59
	808	.79	.57		2408	.79	.57
	809	.82	.59		2409	.82	.59
	907	.82	.59		2507	.82	.59
	908	.79	.57		2508	.79	.57
	909	.82	.59		2509	.82	.59
	1007	.82	.59		2607	.82	.59
	1008	.79	.57		2608	.79	.57
	1009	.82	.59		2609	.82	.59
	1107	.82	.59		2707	.81	.58
	1108	.79	.57		2708	.82	.59
	1109	.82	.59		2807	.81	.58
	1207	.82	.59		2808	.82	.59
	1208	.79	.57		M201	.58	.42
	1209	.82	.59		M301	.58	.42
	1407	.82	.59				
	1408	.79	.57				
	1409	.82	.59				
	1507	.82	.59				
	1508	.79	.57				
	1509	.82	.59				
	1607	.82	.59				
	1608	.79	.57				
	1609	.82	.59				
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	1807	.82	.59				
	1808	.79	.57				
	1809	.82	.59				
	1907	.82	.59				
	1908	.79	.57				
	1909	.82	.59				
	2007	.82	.59				
	2008	.79	.57				
	2009	.82	.59				
	2107	.82	.59				
	2108	.79	.57				
	2109	.82	.59				
	2207	.82	.59				
	2208	.79	.57				
	2209	.82	.59				

DECLARATION FOR THE TOWERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>		<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>	
		Phase 1	Phase 1 and 2			Phase 1	Phase 1 and 2
SOUTH							
	704	-	.42		2304	-	.42
	705	-	.36		2305	-	.36
	706	-	.55		2306	-	.55
	804	-	.42		2404	-	.42
	805	-	.36		2405	-	.36
	806	-	.55		2406	-	.55
	904	-	.42		2504	-	.42
	905	-	.36		2505	-	.36
	906	-	.55		2506	-	.55
	1004	-	.42		2604	-	.42
	1005	-	.36		2605	-	.36
	1006	-	.55		2606	-	.55
	1104	-	.42		2704	-	1.04
	1105	-	.36		2705	-	1.09
	1106	-	.55		2804	-	.64
	1204	-	.42				
	1205	-	.36				
	1206	-	.55				
	1404	-	.42				
	1405	-	.36				
	1406	-	.55				
	1504	-	.42				
	1505	-	.36				
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	1806	-	.55				
	1904	-	.42				
	1905	-	.36				
	1906	-	.55				
	2004	-	.42				
	2005	-	.36				
	2006	-	.55				
	2104	-	.42				
	2105	-	.36				
	2106	-	.55				
	2204	-	.42				
	2205	-	.36				
	2206	-	.55				
				TOTAL		100.00	100.00

DECLARATION FOR THE TOWERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 3

The Amended Subdivision Plat for Harbor Court recorded among the Land records of Baltimore City in Plat Pocket Folder No. 3067, containing Parcel 1 through Parcel 6; which plat was recorded on January 29, 1986.

CONSENT OF TRUSTEE AND BENEFICIARY

The undersigned JAMES RICHARD O'NEILL, a resident of Montgomery County, Maryland, acting in his capacity as duly appointed "Trustee" pursuant to that certain Deed of Trust dated July 23, 1984 and recorded among the Land Records of Baltimore City in Liber SEB No. 269, Folio 420, and pursuant to that certain Deed of Trust dated May 31, 1985 and recorded among said Land Records in Liber SEB No. 549, Folio 216, both made by HARBOR COURT ASSOCIATES, a Maryland General Partnership, as "Trustor," and the undersigned CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, acting in its capacity as "Beneficiary" under the aforesaid deeds of trust, hereby:

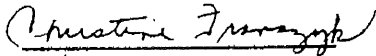
(a) consent to the execution, ensealing, acknowledgment and recordation among the said Land Records of the foregoing Declaration for The Towers at Harbor Court Condominium made by Harbor Court Associates as "the Developer" named therein, and to the resulting subjection of the real property which is described in Exhibit 1 thereto to a condominium regime pursuant to the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended; and

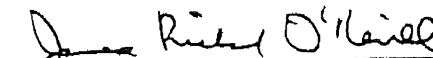
(b) agree that, by such recordation, their respective interests in and to the said real property under the provisions of such deeds of trust shall be and become converted from an interest in such real property as a whole parcel to an identical interest in and to (1) each unit of the condominium regime created by such recordation, and (2) the respective undivided percentage interest in the common elements of such condominium which is attendant to each such unit, all as set forth in the provisions of such Declaration, and all in accordance with their interest as they appear in such deeds of trust.

Nothing in the foregoing provisions of this Consent shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or of joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

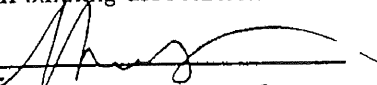
IN WITNESS WHEREOF, each of the said Trustee and Beneficiary has executed and ensealed this Consent or has caused it to be executed and ensealed on its behalf by its duly authorized representatives as of the 25th day of November, 1986.

WITNESS:


Christine Truog

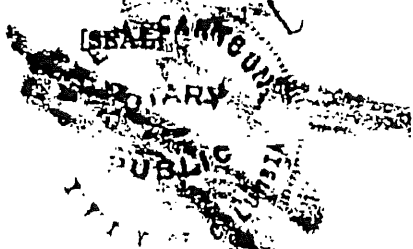

James Richard O'Neill, Trustee

Continental Illinois National Bank
and Trust Company of Chicago,
a national banking association

By: 
Title: JOHN D. DRAGIC
VICE PRESIDENT

DISTRICT OF COLUMBIA)
) SS.
)

I HEREBY CERTIFY, that on this 9th day of December, 1986 before me, the subscriber, a Notary Public of the District of Columbia, in and for the District of Columbia, personally appeared James Richard O'Neill, and he acknowledged execution of the foregoing consent as his voluntary act and deed in his capacity as Trustee.



June M. Leaton
 Notary Public

My Commission Expires: 10/14/91

STATE OF ILLINOIS)
) SS.
 County of Cook)

On November 25, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared John D. Dingle personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President on behalf of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its board of directors in its capacity as Beneficiary.

WITNESS my hand and official seal.



Christine Tronczyk

Notary Public in and for
 said County and State

My Commission Expires Sept 18, 1989

FIRST AMENDMENT TO THE DECLARATION FOR
THE TOWERS AT HARBOR COURT CONDOMINIUM
BALTIMORE, MARYLAND

THIS FIRST AMENDMENT TO THE DECLARATION (herein this "Amendment"), made as of the 19th day of October, 1987 by Harbor Court Associates, a Maryland partnership, its successors and assigns (hereinafter referred to as the "Developer").

WHEREAS, Developer has previously executed a Declaration entitled "Declaration for The Towers at Harbor Court Condominium", which was recorded among the Land Records of Baltimore City, Maryland, in Liber S.E.B. No. 1099, Folio 38, et seq., (the "Declaration"), together with a Condominium Plat, entitled "Plat of Condominium Subdivision for the Towers at Harbor Court Condominium, Phase 1" with respect to the buildings constructed in Phase 1 of the property shown on said Condominium Plat; said Condominium Plat being recorded among the Plat Records of Baltimore City in Condominium Plat Record S.E.B. No. 184;

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

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

1. Submission of Additional Property to the Regime.

The Developer desires to and does hereby submit to the Regime established under the Declaration the land, air space, and improvements located in the City of Baltimore, Maryland, described in "Exhibit 1" attached hereto and made a part hereof, and being designated as "Phase 2" on that certain plat entitled "Supplemental Plat of Condominium Subdivision for The Towers at Harbor Court Condominium, Phase 2", and recorded among the Land Records of Baltimore City, Maryland, contemporaneously, with this Amendment (the "Supplemental Condominium Plat"), together with a portion of the building constructed thereon containing sixty (60) Condominium Units and all other improvements thereon and all rights, privileges and appurtenances thereto belonging or in any way appertaining (hereafter referred to as the "Phase 2 property");

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

As provided in the Declaration, upon the recording of this Amendment, the "Phase 2 property" submitted hereby and the "Phase 1 property" previously submitted as aforesaid, shall be and constitute one and the same Condominium Regime, subject to and in accordance with the terms and provisions of the Declaration.

Without limiting the foregoing, each owner of a Condominium Unit in said Regime, as the same was constituted prior to the recordation of this Amendment (and the mortgagee or beneficiary of any mortgage or deed of trust on said unit, as its interest appears) shall have and be vested with an undivided interest in the Common Elements in the Additional Phase added hereby, such interest to be in proportion to the Percentage Interests as set forth in Paragraph 6 of the Declaration and applicable as therein provided to the Regime, after the addition of the Phase submitted hereby.

The Percentage Interests in the Common Elements and the Common Expenses and Profits of each Condominium Unit in the Regime are as set forth in "Exhibit 2" attached hereto and made a part hereof. These interests are the same interests as set forth in the Declaration as described hereinafter.

As provided in Paragraph 6 of the Declaration, the Percentage Interest in the Common Expenses and Common Profits and the Percentage Interest in the Common Elements of each Condominium Unit in the Regime comprised of Phases 1 and 2 following the recordation of this Amendment shall be as stated in Exhibit 2 of the Declaration. Such Percentage Interests as established pursuant to said Paragraph 6 of the Declaration and confirmed hereby shall determine the Percentage Interest of each Unit Owner from time to time in the Common Elements, the Common Expenses and the Common Profits of the Condominium as more fully provided in the Declaration, By-Laws and by applicable law. Each Unit Owner in Phase 2 shall have one (1) vote in the Council of Unit Owners as provided in Paragraph 12 of the Declaration.

3. Definitions.

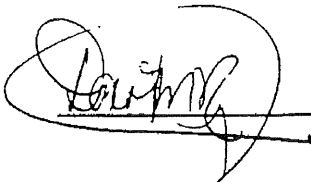
All terms used herein shall have the meanings specified in the Declaration.

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

WITNESS:

HARBOR COURT ASSOCIATES,
a general partnership

By: MURDOCK DEVELOPMENT CORPORATION,
Managing General Partner



By: Lilymae Penton (SEAL)
Senior Vice President

STATE OF CALIFORNIA

)
)SS.
)

County of Los Angeles

On this the 12th day of OCTOBER 1987, before me, CHERYL L. SMITH, the undersigned Notary Public in and for said State, personally appeared Lilymae Penton, Senior Vice President of Murdock Development Corporation which in turn is a general partner of Harbor Court Associates, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the partnership and of the corporation acting in its capacity as its general partner and that she, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(SEAL)



Cheryl L. Smith
Notary Public

Those portions of Area 6C of Parcel 6, as shown on the Amended Subdivision Plat of Harbor Court recorded among the Land Records of Baltimore City in Plat Pocket Folder SEB No. 3067, known as Area 6C-1 (South Tower) and Area 6C-2 (South Tower) and more particularly described as follows:

Area 6C-1 (South Tower) of Area 6C: BEGINNING for the same at the beginning of the first line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder SEB No. 3067; thence running with a part of said first line

(1) North 03°18'00" West 105.92 feet; thence for a new line of division the five (5) following bearings and distances:

(2) North 87°22'45" East 41.63 feet on the south face of a brick wall and said wall extended westerly;

(3) North 02°37'15" West 2.41 feet on the centerline of a stud wall;

(4) North 87°22'45" East 17.97 feet on the centerline of a stud wall;

(5) South 02°37'15" East 1.02 feet on the centerline of a stud wall and;

(6) North 87°22'45" East 27.42 feet on the centerline of a stud wall to intersect the sixth line of said Area; thence

(7) South 02°37'15" East 30.88 feet running with a part of said sixth line; thence

(8) North 87°22'45" East 25.50 feet running with a part of the seventh line of said Area; thence for a new line of division the following five (5) bearings and distances:

(9) South 02°37'15" East 26.31 feet on the centerline of a stud wall;

(10) South 87°22'45" West 6.39 feet on the centerline of a stud wall and the south side of a chase;

(11) South 02°37'15" East 2.12 feet on the centerline of a stud wall;

(12) South 87°22'45" West 7.61 feet on the centerline of a stud wall; and

(13) South 02°37'15" East 47.99 feet, on the centerline of a stud wall and said line extended southerly to intersect the ninth line of said parcel; thence running with a part of said ninth line

(14) South 87°22'45" West 97.26 feet to the point of beginning;

COMMENCING for said Area 6C-1 at Elevation 84.625 ascending to Elevation 319.00 with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System;

"Exhibit 1"

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

(containing 10,494.1 square feet more or less)

Area 6C-2 (South Tower) of Area 6C: BEGINNING for the same at the beginning of the first line of Area 6C - Condo Space, Amended Subdivision Plat of Harbor Court as recorded among the Land Records of Baltimore, Maryland in File Folder SEB No. 3067; thence running with said first line

- (1) North 03°18'00" West 121.97 feet;
- (2) North 07°53'08" East 16.73 feet running with a part of the second line of said Area; thence for a new line of division the three (3) following bearings and distances:
- (3) North 87°22'45" East 28.73 feet on the south face of a brick wall and said line extended westerly;
- (4) North 02°37'15" West 0.61 feet; and
- (5) North 87°22'45" East 55.43 feet on the centerline of a stud wall to intersect the sixth line of said area; thence
- (6) South 02°37'15" East 62.60 feet running with a part of said line; thence
- (7) North 87°22'45" East 38.47 feet running with a part of the seventh line of said Area; thence for a new line of division the five (5) following bearings and distances:
- (8) South 02°37'15" East 23.07 feet on the centerline of a stud wall;
- (9) South 87°22'45" West 14.93 feet on the centerline of a stud wall;
- (10) South 02°37'15" East 31.75 feet on the centerline of a stud wall;
- (11) South 87°22'45" West 0.38 feet to the west face of a brick wall, and
- (12) South 02°37'15" East 21.60 feet along said wall and said wall extended southerly to intersect the ninth line of said Area; thence
- (13) South 87°22'45" West 108.92 feet running with part of said line to the point of beginning;

COMMENCING for said Area 6C-2 at Elevation 319.00 ascending to unlimited height with all elevations being referred to mean low water as adopted by the Baltimore Survey Control System;

BEING a part of Area 6C - Condo Space as shown on the aforementioned Amended Subdivision Plat of Harbor Court.

(containing 14,125.9 square feet more or less)

TOGETHER WITH AND SUBJECT TO the benefits and burdens of: Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 4-9-86, made by Harbor Court Associates, recorded 6-6-86 in Liber SEB No. 893, folio 406; First Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 7-24-86, made by Harbor Court Associates, recorded 8-14-86 in Liber SEB No. 958, folio 162; Second Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 9-19-86, made by Harbor Court Associates, recorded 10-14-86 in Liber SEB No. 1031, folio 281; Third Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 10-30-86, made by Harbor Court Associates, recorded 11-13-86 in Liber SEB No. 1067, folio 402; Fourth Supplement to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions dated 11-17-86, made by Harbor Court Associates, recorded 11-26-86 in Liber SEB No. 1081, folio 581; Amended and Restated Harbor Court Maintenance Memorandum dated 4-9-86 made by Harbor Court Associates, recorded 6-6-86 in Liber SEB No. 893, folio 549; First Supplement to Amended and Restated Harbor Court Maintenance Memorandum dated 7-24-86, made by Harbor Court Associates, recorded 8-14-86 in Liber SEB No. 958, folio 177; Disposition and Development Agreement dated 7-14-82 between the Mayor and City Council of Baltimore and David H. Murdock dba David H. Murdock Development Company recorded 8-2-84 in Liber SEB No. 269, folio 189; Amendatory Agreement dated 7-25-84 between the Mayor and City Council of Baltimore and Murdock Development Company recorded 8-2-84 in Liber SEB No. 269, folio 295; Assignment & Assumption of Disposition and Development Agreement, from Murdock Development Company to Harbor Court Associates, dated 7-30-84 recorded 8-2-84 in Liber SEB No. 269, folio 363; and Amendment to Deed and Agreement dated 9-16-86 between Harbor Court Associates and the Mayor and City Council of Baltimore recorded 10-14-86 in Liber SEB No. 1031, folio 274.

4-16/A4
10.15.87

FIRST AMENDMENT TO THE DECLARATION FOR
THE TOWNERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>	<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>
EAST		Phase 1 and 2	EAST		Phase 1 and 2
	700	.35		1803	.38
	701	.41		1901	.76
	702	.52		1902	.52
	703	.38		1903	.38
	801	.76		2000	.35
	802	.52		2001	.41
	803	.38		2002	.52
	901	.76		2003	.38
	902	.52		2101	.76
	903	.38		2102	.52
	1001	.76		2103	.38
	1002	.52		2200	.35
	1003	.38		2201	.41
	1101	.76		2202	.52
	1102	.52		2203	.38
	1103	.38		2301	.76
	1201	.76		2302	.52
	1202	.52		2303	.38
	1203	.38		2400	.35
	1401	.76		2401	.41
	1402	.52		2402	.52
	1403	.38		2403	.38
	1501	.76		2500	.35
	1502	.52		2501	.41
	1503	.38		2502	.52
	1601	.76		2503	.38
	1602	.52		2600	.35
	1603	.38		2601	.41
	1701	.76		2602	.52
	1702	.52		2603	.38
	1703	.38		2701	1.63
	1800	.35		2801	1.18
	1801	.41		2901	1.18
	1802	.52			

FIRST AMENDMENT TO THE DECLARATION FOR
THE TOWNERS AT HARBOR COURT CONDOMINIUM

EXHIBIT 2

<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>	<u>Tower</u>	<u>Unit Number</u>	<u>Percentage Interest In Common Elements and Common Profits and Expenses</u>
NORTH		Phase 1 and 2	NORTH		Phase 1 and 2
	707	.59		2307	.59
	708	.57		2308	.57
	709	.59		2309	.59
	807	.59		2407	.59
	808	.57		2408	.57
	809	.59		2409	.59
	907	.59		2507	.59
	908	.57		2508	.57
	909	.59		2509	.59
	1007	.59		2607	.59
	1008	.57		2608	.57
	1009	.59		2609	.59
	1107	.59		2707	.58
	1108	.57		2708	.59
	1109	.59		2807	.58
	1207	.59		2808	.59
	1208	.57		M201	.42
	1209	.59		M301	.42
	1407	.59			
	1408	.57			
	1409	.59			
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	1808	.57			
	1809	.59			
	1907	.59			
	1908	.57			
	1909	.59			
	2007	.59			
	2008	.57			
	2009	.59			
	2107	.59			
	2108	.57			
	2109	.59			
	2207	.59			
	2208	.57			
	2209	.59			

EXHIBIT 2

-3-

CONSENT OF TRUSTEE AND BENEFICIARIES

The undersigned Baltimore City CHARLES T. ALBERT or EDWARD J. LEVIN, a resident of Baltimore City, Maryland, acting in his capacity as one of the duly appointed "Trustees" pursuant to deeds of trust made by HARBOR COURT ASSOCIATES, a Maryland general partnership, as "Trustor," dated September 30, 1987 and recorded among the Land Records of Baltimore City on October 2, 1987 as follows:

- (i) Consolidated, Modified, and Restated Deed of Trust and Security Agreement recorded in Liber SEB No. 1458, folio 167, which said instrument consolidates and restates deeds of trust recorded in Liber SEB No. 269, folio 420, in Liber SEB No. 549, folio 216, and in Liber SEB No. 1458, folio 119,
- (ii) Fourth Deed of Trust and Security Agreement recorded in Liber SEB No. 1458, folio 200,
- (iii) Fifth Deed of Trust and Security Agreement recorded in Liber SEB No. 1458, folio 245, and
- (iv) Sixth Deed of Trust and Security Agreement recorded in Liber SEB No. 1458, folio 275;

and the undersigned FCA AMERICAN MORTGAGE CORPORATION, acting in its capacity as "Beneficiary" under all of the aforesaid deeds of trust except the Fifth Deed of Trust set forth in (iii) above; and the undersigned HARBOR COURT HOTEL LIMITED PARTNERSHIP, acting in its capacity as "Beneficiary" under the aforesaid Fifth Deed of Trust described in (iii) above, hereby:

(a) consent to the execution, ensealing, acknowledgment and recordation among the said Land Records of the foregoing First Amendment to the Declaration for The Towers at Harbor Court Condominium made by Harbor Court Associates as "the Developer" named therein, and to the resulting subjection of the real property which is described in Exhibit 1 thereto to the condominium regime established by the Declaration recorded in Liber SEB No. 1099, folio 38, and pursuant to the provisions of the Maryland Condominium Act, Sections 11-101, et seq., of the Real Property Article of the Annotated Code of Maryland, as amended; and

(b) agree that, by such recordation, their respective interests in and to the said real property under the provisions of such deeds of trust shall be and become converted to (1) each unit of the condominium regime created by such recordation, and (2) the respective undivided percentage interests in the common elements of such condominium which is attendant to each such unit, all as set forth in the provisions of such Declaration as amended, and all in accordance with their interest as they appear in such deeds of trust.

Nothing in the foregoing provisions of this Consent shall be deemed in any way to create between the person named in such Declaration as "the Developer" and any of the undersigned any relationship of partnership or of joint venture or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustee and Beneficiaries has executed and ensealed this Consent or has caused it to be executed and ensealed on its behalf by its duly authorized representatives as of the 19th day of October, 1987.

WITNESS:

Robert J. Gella

Charles T. Albert, Trustee
Trustee

FCA American Mortgage Corporation

Harold K. Linn

By: Ormel H. Lawrence
Title: Sr. Vice President

Harbor Court Hotel Limited Partnership

By: Harbor Lounge, Inc.
General Partner

[Signature]

By: Lilymae Kenton
Title: Vice President

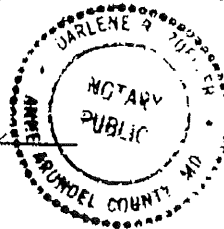
STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 19th day of October, 1987, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Charles F. Albert, Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

AS WITNESS my hand and Notarial Seal.

Darlene A. Zeller
Notary Public

My commission expires: July 1, 1990

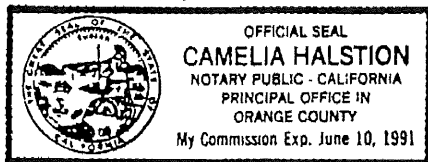


STATE OF CALIFORNIA)
) ss:
County of Orange)

On this the 13 day of October, 1987, before me, Camelia Halstion, the undersigned Notary Public in and for said State, personally appeared Daniel S. Howse, Senior Vice President of FCA American Mortgage Corporation, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the corporation and that he, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(SEAL)



Camelia Halstion
Notary Public

STATE OF CALIFORNIA)
) ss.
County of Los Angeles)

On this the 12th day of October, 1987, before me CHERYL L. SMITH, the undersigned Notary Public in and for said State, personally appeared Lilymae Penton, Vice President of Harbor Lounge, Inc., which in turn is the general partner of Harbor Court Hotel Limited Partnership, personally known to me to be the person who executed the within instrument, who acknowledged the same to be the voluntary act and deed of the partnership and of the corporation acting in its capacity as its general partner and that she, being authorized so to do, executed the same for the purposes therein contained.

WITNESS my hand and official seal.

(SEAL)



Cheryl L. Smith
Notary Public