

THIS DECLARATION made this 17<sup>th</sup> day of JULY, 1974, by THORNTON WOOD, INC., a Maryland corporation, hereinafter referred to as "Developer".

WHEREAS the Developer is the record owner in fee simple of the land located in the Eighth Election District, Baltimore County, Maryland, consisting of 11.511 acres, more or less, at the northwest corner of Joppa and Thornton Roads, more particularly described hereinafter; and

WHEREAS the Developer desires to submit said land together with the buildings erected thereon and to be erected thereon, and all rights, alleys, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anyway appertaining to a regime established by the Condominium Act, Sections 11-101 et seq., Real Property Article, Title 11, Annotated Code of Maryland (hereinafter called the "Condominium Act") and hereby to establish for the property a condominium regime to be known as "Thornton Wood Condominium"; and

WHEREAS the Developer has improved certain real property and has constructed thereon 40 individual town house residences together with the appurtenances and facilities hereinafter described, all of which shall be subject to the Condominium Act and the provisions of this Declaration.

NOW, THEREFORE, THIS DECLARATION WITNESSETH that Thornton Wood, Inc., for itself, its successors and assigns, does hereby expressly establish and declare the following:

1. CREATION OF CONDOMINIUM REGIME. The Developer hereby submits the land and improvements thereon hereinafter described and shown on the plats recorded simultaneously herewith as "Thornton Wood Condominium" to a regime provided for by the Condominium Act as set forth in Real Property Article, Title II,

TRANSFER TAX NOT REQUIRED

William F. Loudemon

Acting Director of Finance

Per. [Signature]  
Authorized Signature

Sections 11-101 et seq., Annotated Code of Maryland, and establishes a condominium regime as therein provided, to be known as "Thornton Wood Condominium".

2. DESCRIPTION: The land owned by the Developer which is hereby submitted to the condominium form of ownership is described in Schedule A attached hereto and made a part hereof.

3. DECLARATION OF CONDOMINIUM: The Developer does hereby make the following Declaration of Condominium as to the divisions, covenants, restrictions, limitations, conditions and uses to which the aforesaid land and improvements thereon may be put, and does hereby further establish the following general plan for the protection and benefit of all of said property, land and improvements; and does hereby fix the following protective conditions and restrictions upon and subject to which all of the said property, land and improvements and each unit thereof shall hereafter be held, used, leased, sold or conveyed, disposed of or transferred, each and all of which said conditions and restrictions shall inure to the benefit of, shall be binding upon and pass with said property, land and improvements and each and every unit thereof and shall inure to the benefit of, apply to and bind the Developer, its successors and assigns and the owners and holders of each Condominium Unit hereafter created, their heirs, successors and assigns.

#### A. DEFINITIONS

1. CONDOMINIUM UNIT: Each unit shall be conveyed by number designated on the condominium plat for said unit. Each unit shall consist of a separate structure to be known as a townhouse, consisting of two or three floors for single family residence purposes only, with one or more party walls and

exterior walls, together with such accessory units as may be appended thereto, and as more particularly described in the condominium plat, the patio in the rear contiguous thereto and extending for a depth of twelve feet for the full width of the unit and together with 2.5% undivided interest in the common elements.

II. DIMENSIONS OF UNITS: Horizontally, each unit consists of the area measured from the outside of the exterior walls including the projections and the center line of the party walls. Vertically, each unit consists of the area measured from the plane coincident with the highest point of the roof, and the plane created by the top of the basement concrete slab. The said dimension being also set forth in the condominium plat attached hereto. In addition thereto, the unit includes the patio in the rear, the bottom of which is a horizontal plane, an extension of the top of the basement concrete slab or the top of the first floor as shown on the condominium plat, the sides are the edge of the concrete slab comprising the patio and the top is a horizontal plane which is an extension of the top of the unit, also as set forth on the attached plat.

III. BOUNDARIES OF UNITS: The lateral or horizontal boundary of each unit shall be the exterior of the front and side exterior walls and the center line of the party walls and a plane parallel to the rear wall and twelve feet to the rear of the rearmost portion of the rear wall.

IV. GENERAL COMMON ELEMENTS means all that part of the property which is not within the boundaries of the units as the same is described herein and shown on the plat attached hereto, and which is part of the condominium regime and used in common by the unit owners.

A. EXCLUDED FROM GENERAL COMMON ELEMENTS ARE:

(a) The patios or terraces which extend twelve feet from the rear exterior wall for the full width of the unit.

(b) The exterior walls, party walls and roofs of the condominium unit.

(c) Driveways from the curb line to a unit containing a garage.

B. INCLUDED, WITHOUT LIMITATION, IN THE GENERAL <sup>COMMON</sup> ELEMENTS ARE:

(a) Paths and sidewalks constituting entrances to and from the units.

(b) Yards, gardens, lawns, community facilities, parking areas and roads, except the driveways to a unit garage.

(c) Underground sanitary and storm sewers and septic systems and the parts and appurtenances thereof.

(d) Underground gas, water, electric, telephone and television lines, pipes, conduits, wires and appurtenances.

(e) Site lighting.

(f) Yard hydrant water system.

(g) All installations for central services not within the boundaries of the individual units.

(h) The swimming pool, deck, pool house, and tennis courts.

(i) Outside terraces, except as specified in A(a).

(j) All other parts of the property and all apparatus and installations on the property for common use, or necessary or convenient to the existence, maintenance or safety of the property and as shown on the attached condominium plat.

V. LIMITED COMMON ELEMENTS: The driveway from the curb to a condominium unit is hereby declared to be Limited Common

Elements, the exclusive use of which is limited to the unit owners of the abutting condominium units in common.

VI. COMMON EXPENSES means and includes all sums lawfully assessed against the unit owners by the Council of Unit Owners, expenses of administration, maintenance, repair or replacement of all the Common Elements, General and Limited, and facilities, including contributions to such repair and replacement funds as may be established from time to time by the Council of Unit Owners, other expenses agreed upon as common expenses by the Council of Unit Owners, and all expenses declared to be common expenses by the provisions of the Condominium Act, this Declaration, or by the By-Laws.

VII. CONDOMINIUM DOCUMENTS means this Declaration, Condominium Plat, and the By-Laws recorded, or intended to be simultaneously recorded, among the Land Records of Baltimore County.

VIII. TOWNHOUSE means that residence structure which is erected upon the land and with the appurtenances forms a condominium unit.

B. PERCENTAGE INTEREST AND VOTING RIGHTS

Each unit owner shall have a 2.5 percent interest in the common expenses and the common profits.

One vote is appurtenant to each unit for meetings of the Council of Unit Owners.

C. PARTY WALLS:

(a) Each wall which is built as a part of the original construction of the townhouses and placed as a dividing wall between two contiguous and adjacent townhouses shall constitute a party wall.

(b) The cost of reasonable repair and maintenance of

a party wall shall be shared equally by the Owners of the respective townhouses which abut upon the party wall.

(c) If a party wall is destroyed or damaged by fire or other casualty, the owners of the respective townhouses which abut upon said party wall shall contribute to the cost of restoration, without prejudice to either of said Owners calling for a larger contribution from the other Owner under any rule of law regarding liability for such damage.

(d) An Owner who is responsible for exposure of the party wall to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

(e) The right of an Owner to contribution from the Owner of an abutting or contiguous townhouse under these provisions shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) To the extent not inconsistent with the provisions herein set forth, the general law regarding party walls shall apply.

D. UNIT OWNERS CONTRIBUTION: Each Unit Owner in proportion to his percentage interest shall contribute toward payment of the common expenses and no Unit Owner shall be exempt from contribution 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 condominium unit: The contribution of each Unit Owner toward common expenses shall be determined, levied and assessed as a lien, all in the manner set forth in the By-Laws which are being recorded among the Land Records of Baltimore County simultaneously herewith (hereinafter called the "By-Laws").

E. COMMON PROFIT: The common profits, if any, shall

be distributed among the Condominium Unit Owners in accordance with the individual percentage interest of each Unit Owner as set forth in the Declaration.

F. ADMINISTRATION: The administration of Condominium Regime shall be in accordance with the By-Laws and the Declaration. A Council of Unit Owners shall be formed as an unincorporated association comprising all of the unit owners which shall elect a Board of Directors. The Board of Directors shall act and function as provided in the By-Laws.

G. ENCROACHMENT. Condominium Units and Common Elements. If any common element, or any part thereof, now or at any time hereafter, encroaches upon any unit, or any unit encroaches upon any element, whether such encroachment is attributable to construction, settlement, or shifting of the buildings, or any other reason whatsoever beyond the control of the Council of Unit Owners referred to in the By-Laws, and 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 Council of Unit Owners or for the Unit Owner, their respective heirs, successors and assigns, to provide for the encroachment and non-disturbance of the common element, or the unit, as the case may be. Such easement shall remain in full force and effect so long as the encroachment shall continue. The conveyance or other disposition of a condominium unit shall be deemed to include and convey, or be subject to, any easement arising under the provisions of this section without specific or particular reference to such easement.

H. MAINTENANCE AND REPAIR:

(a) The Council of Unit Owners, at its expense, shall

be responsible for the maintenance, repair and replacement of all the common elements.

(b) Each Unit Owner, at his own expense, shall replace where required, maintain, and keep in good condition and repair, the townhouse, the exterior and party wall thereof, the roof, all interior and exterior surfaces and all equipment wholly contained within the Condominium Unit, its dimensions and boundaries as herein defined. In the event a Unit Owner fails or refuses to comply with the provisions of this subparagraph (b), the Council of Unit Owners has the rights to make replacements, maintain and keep in good condition and repair, the townhouse, and the cost thereof shall constitute a lien against the Condominium Unit.

(c) All repairs and replacements shall be substantially similar to the original construction and installation.

(d) No Unit Owner shall change, modify or alter in any way or manner whatsoever the design and appearance of any of the exterior surfaces of a unit from that of the original construction, design and color, nor shall any signs be erected without first obtaining the written approval as provided in the By-Laws.

I. COMMON EXPENSES: Common expenses as defined in the Condominium Act and the By-Laws shall be paid and contributed by the Unit Owners in accordance with the Percentage Interest for the Unit of which he is the Owner. The contribution shall be determined, levied and assessed as a lien on the first date of each calendar or fiscal year as provided in the By-Laws and may become due and payable in such installments as the By-Laws may provide.



J. UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS: All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of the Condominium Act, of this Declaration, the By-Laws, and the Rules and Regulations 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 the By-Laws, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

K. MISCELLANEOUS:

(a) If any term, covenant, provision, phrase or other element of the Declaration and By-Laws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of this Declaration or the By-Laws.

(b) Captions used in the Declaration and By-Laws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Declaration and By-Laws.

(c) Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

(d) Whenever the term "mortgage" is used in this Declaration or By-Laws, it shall be deemed to include a Deed of Trust. Whenever the term "mortgagee" is used in the Declaration or By-Laws, it shall include a lender under a Deed of Trust.

(e) If any provision of this Declaration, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances be judicially held in conflict with the Condominium Act or the laws of the State of Maryland, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word, in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 12<sup>th</sup> day of JULY, 1974.

ATTEST:

Clarke Murphy, Jr.  
Clarke Murphy, Jr.  
Secretary

THORNTON WOOD, INC.

Edwin S. Howe, Jr. (SEAL)  
Edwin S. Howe, Jr.  
President

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY that before me, the undersigned authority, personally appeared Edwin S. Howe, Jr. and Clarke Murphy, Jr., as President and Secretary, respectively, of Thornton Wood, Inc., a corporation organized and existing under the laws of the State of Maryland, and they acknowledge to and before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and

Official seal at Baltimore, Maryland, on this 17th day of July, 1974.

My commission expires:  
July 1, 1978

Roberta L. Bromelsick  
Notary Public  
Roberta L. Bromelsick

RECEIVED FOR BALTIMORE COUNTY  
RECORDS  
JUL 23 1974  
ASSISTANT COUNTY SONGTOR

BEGINNING for the same at a stone found at the end of the fifth or North 00 degrees 34 minutes East 822.25 foot line of that parcel of land described in a Deed dated July 7, 1960, from Beulah Bruehl, unmarried, to William H. Haydon and recorded among the Land Records of Baltimore County in Liber WJR 3725, folio 262, and running thence binding on part of the sixth line in said Deed as now surveyed (1) North 88 degrees 32 minutes 39 seconds East 701.02 feet to a pipe set on the west right-of-way line of Thornton Road. 60 feet wide, as shown on Baltimore County Right-of-Way Plat No. 64-186-8, thence binding on said west right-of-way line, as shown on said Right-of-Way Plat and on Plat No. 64-186-7, the three following courses, viz: (2) South 4 degrees 31 minutes 17 seconds West 406.94 feet to a pipe set, (3) southerly along a curve to the left with a radius of 984.93 feet for a distance of 138.70 feet, said curve being subtended by a chord bearing South 0 degrees 29 minutes 14 seconds West 138.58 feet to a pipe set, and (4) South 3 degrees 32 minutes 49 seconds East 212.75 feet to pipe set, thence (5) South 37 degrees 55 minutes 00 seconds West 23.41 feet to a pipe set on the north right-of-way line of Joppa Road, 60 feet wide, thence binding on said north right-of-way line as shown on Baltimore County Right-of-Way Plats No. 64-186-4, No. 64-186-3, and No. 64-186-2, the three following courses, viz: (6) South 79 degrees 17 minutes 13 seconds West 49.47 feet to a pipe set, (7) westerly along a curve to the right with a radius of 1,115.92 feet for a distance of 244.25 feet, said curve being subtended by a chord bearing South 85 degrees 33 minutes 26 seconds West 243.76 feet to a pipe set, and (8) North 88 degrees 10 minutes 21 seconds West 291.57 feet to a pipe set in the above mentioned fifth line in the Deed to William H. Haydon, thence binding on part of said fifth line as now surveyed North 6 degrees 7 minutes 27 seconds West 780.48 feet to the place of beginning, containing 11.511 acres of land more or less.

BEING part of that parcel of land described in a Deed dated July 7, 1960, from Beulah Bruehl, unmarried, to William H. Haydon and recorded among the Land Records of Baltimore County in Liber WJR 3725, folio 262.

SUBJECT, however, to certain areas indicated as "Revertible Easement for Supporting Slopes" as shown on Baltimore County Right-of-Way Plats No. 64-186-2, No. 64-186-3, No. 64-186-4, No. 64-186-7 and No. 64-186-8, and more fully described in a Deed dated June 7, 1967, and recorded among the Land Records of Baltimore County in Liber 4785, folio 415, from William H. Haydon and Ellen Page Haydon, his wife, unto Baltimore County, Maryland.

BEING the same property described in a deed from Mercantile-Safe Deposit and Trust Company et al. to Thornton Wood, Inc. dated October 3, 1972 and recorded among the Land Records of Baltimore County in Liber No. 5304, folio 770.

BEING ALSO the forty condominium units shown on the Condominium Plat attached hereto and recorded among the Land Records of Baltimore County.

0082\*\*\* #0916912 6L-22 TM  
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Rec'd for record JUL 22 1974 at 11:12 AM  
For Elmer H. Kahline, Jr., Clerk  
Mail to Edwin J. Hark  
Receipt No. 2450