

UBER 2528 PAGE 244

MASTER DEED

THIS MASTER DEED, made this 30th day of September 1972, by HABITAT I, a Maryland limited partnership, having an office at 1731 Aberdeen Court, Crofton, Maryland, (hereinafter referred to as "Grantor")

WHEREAS, Grantor is the owner of the fee simple title to those lands and premises described in Exhibit "A" attached hereto and made a part hereof, which lands and premises are hereinafter referred to as the "Regime"; and

WHEREAS, it is the present intention of the Grantor to develop the Regime as a horizontal property regime consisting of 108 units pursuant to the provisions of the Maryland Horizontal Property Act (Article 21, Sec. 117A, et seq., of the Annotated Code of Maryland, 1957, as amended) under the name of "Habitat I, Section A" and to that end to cause this Master Deed to be executed and recorded, together with all necessary exhibits thereto.

THEREFORE, WITNESSETH:

1. Grantor does hereby submit, declare and establish "Habitat I, Section A", in accordance with the Maryland Horizontal Property Act, for that parcel of land described in Exhibit "A" aforesaid, all as shown on that certain plat entitled "Plat of Condominium Subdivision - Habitat I, Section A", dated 25 October, 1971, prepared by Brevard Engineering Company, Hyattsville, Maryland, and attached hereto as Exhibit "B" and made a part hereof, consisting of 11 sheets, and recorded among the Land Records of Anne Arundel County in Plat Book 43 at pages 32 through 42 inclusive as Plats numbered 2357 through 2367 inclusive.

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1310 MARJORIE S. MULLEN

2. The Regime will contain twenty-seven (27) buildings and includes all rights, roads, waters, privileges and appurtenances thereto belonging or appertaining. Said buildings will each have a separate numerical designation and each will enclose four dwelling units, each such unit being designated by a letter (which also reflects the model type) and by the number of the building of which each unit is a part.

3. The dimensions, area and location of the units for the Regime are as shown graphically on Exhibit "B" aforesaid, as same may be amended from time to time as herein provided. Each unit is intended to contain all space within the area bounded by the interior surfaces of the exterior walls, the floor and the ceiling of the dwelling unit as follows:

BOTTOM: The bottom of the unit is a horizontal plane through the lowest point of the interior surface of the lowest subfloor and extending in every direction to the point where it closes with the interior finished and unpainted surfaces of the four walls of the dwelling unit.

TOP: The top of the unit is along and coincident with the underside surfaces of the ceiling of the dwelling unit.

SIDES: The sides of each unit are as graphically shown on Exhibit "B", according to the type of unit described. They are vertical planes along and coincident with the interior finished and unpainted surface of the walls and they extend upward and downward so as to close the area within the dwelling bounded by the bottom and top of the unit.

Each unit also includes the garage appurtenant thereto and all appliances, fixtures, interior partitions and other improvements located within the unit described which are

exclusive to such unit, although all or part thereof may not be located within the unit, and shall include but not be limited to the following individual appurtenances:

- (a) Complete heating system and any optional air conditioning system (including compressors) which may be installed.
- (b) Complete plumbing system.
- (c) All utility meters not owned by the public utility or agency supplying service.
- (d) All electrical wires and fixtures.
- (e) All balconies, stoops, porches, patios and fences.

Anything to the contrary herein notwithstanding, Grantor reserves the irrevocable and exclusive right to substitute, at its sole discretion and without the consent of any unit owner or other party, a Building Type 5 (see sheet 6 - Exhibit B) for a building Type 4 (see sheet 5 - Exhibit B), or vice versa, as the case may be, in any location where either such unit type may be shown on Exhibit B aforesaid. In such event, Grantor will cause to be recorded, prior to the initial conveyance of any such substitute unit, an appropriate revision to said Exhibit B, showing the "As Built" location and design of any unit where such a substitution may be effected. Also, in the event of any such substitution, the percentage interest of all units within the Regime will be changed, prior to the initial conveyance of any such substitute unit, which change will be based upon the formula hereinafter set forth in Paragraph 5 and which shall be incorporated in an amendment to Exhibit C hereof which shall be duly recorded among the Land Records of Anne Arundel County, Maryland.

4. All appurtenances and facilities and other items which are not part of the units or individual appurtenances as hereinbefore described in Paragraph 3 shall comprise the general common elements as graphically shown on Exhibit "B" aforesaid. The general common elements shall also include by way of description but not by way of limitation:

- (a) All lands described in Exhibit "A" aforesaid, whether or not occupied by buildings containing the above described units.
- (b) All streets, curbs, sidewalks, parking areas, subject to the easements and provisions set forth in Paragraph 6 of this Master Deed.
- (c) Lawn areas, shrubbery, conduits, utility lines and waterways, subject to the easements and provisions set forth in Paragraph 6 hereof.
- (d) The electrical and telephone wiring network throughout the Regime not owned by the public utilities providing such services.
- (e) Public connections for gas, electricity, light, telephone and water not owned by the public utility or other agencies providing such services.
- (f) The foundations, main walls (including windows, doors and chimneys therein), roofs, and floors.
- (g) Exterior lighting and other facilities necessary to the upkeep and safety of the buildings and grounds.
- (h) Any easement or other right hereafter granted for the benefit of the unit owner(s) for access to or use of recreational or other general

or limited common elements not included within
the lands which are part of the Regime.

(i) All other elements of the Regime
rationally of common use or necessary to its
existence, upkeep and safety.

5. The owners of a unit shall have such an estate
therein as may be acquired by grant, by purchase or by opera-
tion of law, including an estate in fee simple, and shall
acquire as an appurtenance to each unit, an undivided per-
centage interest in the general common elements of the Regime
as set forth in Exhibit "C" attached hereto and made a part
hereof. The said appurtenant undivided interest in the general
common elements shall not be divisible from the unit from which
it appertains.

Said percentage interest shall be used to determine the
proportionate representation for voting purposes in the Council
of Co-owners and to allocate the distribution of common profits,
if any; the division of proceeds, if any, resulting from any
casualty loss, and eminent domain proceedings, or from any other
disposition of the Regime property; and the proportionate con-
tribution toward common expenses of the Regime, which percentage
interest shall be equal to that fraction, the numerator of which
is the assigned dollar value of each unit and appurtenant rights
in the common elements established at the time of the initial offer
of sale of the specific unit type, as set forth in Exhibit "C"
aforesaid, and the denominator of which is the aggregate initial
assigned dollar value of all units and appurtenant rights in
the Regime.

Except in the case of any amendment(s) contemplated
by Paragraph 3 hereof with respect to a substitution of Building
Types 4 and 5, such percentage interest shall not be changed
without the acquiescence of all of the owners of all of the
units described aforesaid, which change if made, shall be

evidenced by an appropriate amendment to this Master Deed,
recorded among the Land Records of Anne Arundel County.

Said percentage interest is expressed as a finite number to avoid an interminable series of digits. The fifth digit has been adjusted to that value which is most nearly correct. These percentages shall remain fixed.

6. Easements

(a) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual easement in, upon, through and over the land described in Exhibit "B" aforesaid, to keep, maintain, use, operate, repair and replace his unit in its original position and in every subsequent position to which it changes by reason of the gradual forces of nature and the elements.

(b) Grantor hereby reserves unto itself, its successors and assigns an easement in, upon, through and over the general common elements for as long as the said Grantor, its successors and assigns, 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 existing buildings and appurtenances thereto, for ingress and egress to all units and all general common elements, and for use of all

roadways, parking lots, existing and future model units for sales promotion and exhibition. In addition, Grantor hereby reserves the irrevocable right to enter into, upon, over or under any unit for a period of one (1) year after the date of delivery of the unit deed for such purposes as may be reasonably necessary for the Grantor or its agents to complete the Regime or service any unit thereof.

(c) Grantor, for itself, its successors and assigns, hereby declares that every unit owner shall have a perpetual and exclusive easement for possession and use of that portion of the lawn area contiguous to the unit which is designated "Exclusive Lawn Basements" on Exhibit "B" aforesaid.

(d) Grantor, for itself, its successors and assigns, further declares that every unit owner shall have a perpetual and exclusive easement to use and enjoy the surfaces of the main walls (including windows, doors and chimneys therein), ceilings and floors contained within its unit,

(e) Grantor reserves unto itself, its successors, assigns and agents, an easement in, upon, through and over the lands comprising the general common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system serving the Regime.

(f) Every unit owner shall have a perpetual easement for the continuance of any encroachment by his unit or any adjoining unit or on any general or limited common element, now existing as a result of construction of the buildings or which may come into existence hereafter as a result of the reconstruction of the buildings 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 buildings stand.

7. By-Laws and Administration

The administration of the common elements of the Regime shall be by the Council of Co-owners in accordance with the provisions of the Maryland Horizontal Property Act, this Master Deed, the By-Laws attached hereto as Exhibit "D" and made a part hereof, and any other documents, amendments, or supplements to the foregoing which may subsequently be required by any governmental agency having regulatory jurisdiction over the Regime or by any title insurance company selected by Grantor to insure title to any unit(s). Grantor hereby reserves for itself, its successors and assigns, for a period of five (5) years from the date hereof, the right to execute on behalf of all contract purchasers, unit owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Regime, any such agreements, documents, amendments or supplements which may be so required.

8. Restrictions

This Master Deed is subject to all covenants, restrictions and easements of record.

9. Obligations of Grantor

The Grantor covenants and agrees that for so long as it owns one or more of the condominium units, the Grantor shall be subject to the provisions of this Master Deed and of all exhibits attached hereto; and the Grantor covenants to take no action that will adversely affect the rights of the other owners of units and their successors in interest, as their interest may appear.

10. No Partition

Subject to the provisions of the Master Deed and By-Laws and the Maryland Horizontal Property Act, the common elements shall remain undivided and no unit owner(s) shall bring any action of partition or division thereof. In addition, the undivided percentage interest in the general common elements shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

11. Compliance by Owners

Each unit owner or occupant shall comply with the provisions of this Master Deed, the By-Laws, the rules and regulations of the Council of Co-owners ("the Council") or its representative, and any other documents, amendments or supplements to the foregoing which subsequently may be required by any governmental authority, as same may be lawfully amended from time to time. Failure to comply with any such provisions, rules or regulations shall be grounds for injunctive relief by the Grantor, the Council and any other unit owner.

12. Amendment

Anything to the contrary herein or in any other document notwithstanding, the submission of the lands described in Exhibit "A" aforesaid to condominium ownership shall be subject to amendment as herein provided and contemplated. Provided that the holders

of any mortgages or deeds of trust in the nature of mortgages on any of the units shall have first consented, such amendment(s) may be effected by recording an amended Master Deed(s) executed solely by Grantor at anytime within five (5) years of the date hereof.

By acceptance of a deed to any unit or by the acceptance of any other legal or equitable interest in the Regime, each and every contract purchaser, unit owner or occupant, holder of any mortgage or deed of trust in the nature of a mortgage, who has consented as provided herein, or holder of any other liens, does automatically and irrevocably name, constitute, appoint and confirm Grantor, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Master Deed(s), or other instrument(s) necessary to effect the foregoing. The Power of Attorney aforesaid is expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all condominium units and be binding upon the successors and assigns of any of the foregoing parties. Further, said Power of Attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to said Power.

13. Restrictions Against Short Term Leases

No unit shall be rented by the owners thereof for transient or hotel purposes, which shall be defined as "(a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service." Other than the foregoing obligation, the unit owners shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Master Deed, the By-Laws and other documents referred to herein, including the right of amendment reserved to Grantor herein.

14. Damage, Destruction or Condemnation

If any building improvement or general or limited

common element or any part thereof is damaged or destroyed by fire, casualty or eminent domain, the repair, restoration or ultimate disposition shall be as provided in Article 21, Section 135, Annotated Code of Maryland, 1957, as amended.

15. Insurance

The Council shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgagees holding first mortgages on the individual units but without prejudice to the right of the owners of any such unit to obtain individual unit insurance. In addition, said Council shall obtain and continue such other amounts of blanket property insurance as may be required by the provisions of By-Laws. Premiums for any such blanket insurance coverage shall be a common expense to be included in the monthly assessment for common expenses and such premium charges shall be held in a separate escrow account of the Council to be used solely for the payment of said premiums as same become due.

16. Resident Agent

The Resident Agent for the Regime, required by the provisions of Article 21, Section 138, of the Annotated Code of Maryland, 1957, as amended, shall be Gary F. Florence, 1770 Farmington Court, Crofton, Maryland 21113.

17. Exhibits attached hereto and made a part hereof are the following:

1. Exhibit A Metes and bounds description of Regime consisting of 1 page.
2. Exhibit B Plat entitled "Plat of Condominium Subdivision - Habitat I, Section A", dated 25 October, 1971, and prepared by Brevard Engineering Company, Hyattsville, Maryland, consisting of 11 sheets.

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3. Exhibit C Percentage of Interest Schedule,
consisting of 3 pages.
4. Exhibit D By-Laws, dated **September 30, 1972**,
consisting of **24** pages.

WITNESSETH the hand and seal of the Grantor, Habitat I,
a Maryland limited partnership, which has been affixed by its
General Partner, the date and year first above written.

HABITAT I, Grantor

By: THE SHELTER GROUP, a New
Jersey Corporation, General
Partner

Stephen A. Gunn, Secretary

By:

Justin M. Utal, President

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STATE OF MARYLAND
COUNTY OF Baltimore

} to wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on the 30th day of September, 1972, before me personally appeared Justin H. Utal and Stephen A. Gunn and made oath in due form of law that they are the President and Secretary, respectively, of The Shelter Group, a New Jersey corporation, which is the General Partner of the Grantor of the foregoing Master Deed, that they are authorized to execute the said Master Deed on behalf of said Grantor and acknowledged that said Deed is the act of the Grantor and was executed and is to be recorded solely for the purpose of establishing a horizontal property regime under the laws of the State of Maryland (Article 21, Sec. 117A, et seq., of the Annotated Code of Maryland, 1957, as amended).

Joseph M. Coulter
Notary Public

My commission expires: 2/1/74



September 30, 1972

EXHIBIT "A" TO MASTER DEED

FOR

HABITAT I, SECTION A

Parcel A

Beginning at a point on the northerly line of Aberdeen Drive; said point being the easterly end of a curve which connects the easterly side of Aberdeen Court with the northerly line of Aberdeen Drive, as shown on the map of Crofton Meadows, Section 1, Plat 1, as recorded in the Office of the Clerk, Anne Arundel County.

Running thence along the arc of a circular curve bearing to the right, whose radius is 20.00 feet a length of 29.51 feet;

Thence northerly along the easterly side of Aberdeen Court the following three (3) courses and distances:

1. N 40° 39' 40" E 414.39 feet;
2. along the arc of a circular curve bearing to the right, whose radius is 25.00 feet a length of 20.32 feet;
3. along the arc of a circular curve bearing to the left, whose radius is 55.00 feet a length of 131.24 feet;

Thence easterly and southerly the following three (3) courses and distances:

1. S 49° 20' 20" E 360.00 feet;
2. S 07° 59' 20" E 512.01 feet;
3. S 20° 08' 00" W 165 feet to the northerly line of Aberdeen Drive;

Thence along the northerly line of Aberdeen Drive the following four (4) courses and distances:

1. N 69° 52' 00" W 31.49 feet;
2. along the arc of a circular curve bearing to the right, whose radius is 920.00 feet a length of 328.51 feet;
3. N 49° 24' 29" W 244.26 feet;
4. N 43° 53' 05" W 159.42 feet to the point or place of beginning and containing 7.6656 acres

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ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT THE PLANS HERINBORN A CORRECT AND
ACCURATE DRAWING OF THE PLANS HERINBORN TO BE CONSTRUCTED PLANS
ARE DRAWN AND SET OUT ACCORDING TO THE STANDARDS OF THIS CONTRACT
AND ARE DRAWN IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT.

BARRY J. WILDELL, SGT. U.S.A.C.
SURVEY OFFICER, DE 10-1940

OCT 25, 1941
DATE

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE PLANS HERINBORN A CORRECT AND
ACCURATE DRAWING OF THE PLANS HERINBORN TO BE CONSTRUCTED PLANS
ARE DRAWN AND SET OUT ACCORDING TO THE REQUIREMENTS OF THE CONTRACT.

KERRY J. WILDELL,
SFC, U.S.A.C.
SURVEY OFFICER, DE 10-1940

OCT 25, 1941
DATE

APPROVED

JOHN L. COOPER, CHIEF ENGINEER

OCT 25, 1941
DATE

APPROVED

WILLIAM C. HARRON, CHIEF SURVEYOR

OCT 25, 1941
DATE

APPROVED

J. HOWARD SEED, CHIEF HEALTH OFFICER

OCT 25, 1941
DATE

CHIEFS CERTIFICATE

WE THE COMMANDER, ENGINEER AND SURVEYOR, MEMBERS OF
THE SERVICE CORPS, U.S. ARMY ENGINEERS, ENGINEER BUREAU
OR HABITAT, A SUBDIVISION UNDER PARAPHRASE, DIVISION OF FIELD
ENGINEERING AND SURVEYING, AND MEMBERS OF THE MEDICAL BRANCH,
ARMED FORCES, AND WE HEREBY APPROVE THE
HABITAT, A SUBDIVISION UNITED PARAPHRASE
BY THE SHELLER GROUP, GENERAL SURVEYOR

JOHN L. COOPER, CHIEF ENGINEER

OCT 25, 1941
DATE

WILLIAM C. HARRON, CHIEF SURVEYOR

OCT 25, 1941
DATE

J. HOWARD SEED, CHIEF HEALTH OFFICER

OCT 25, 1941
DATE

NOTE:

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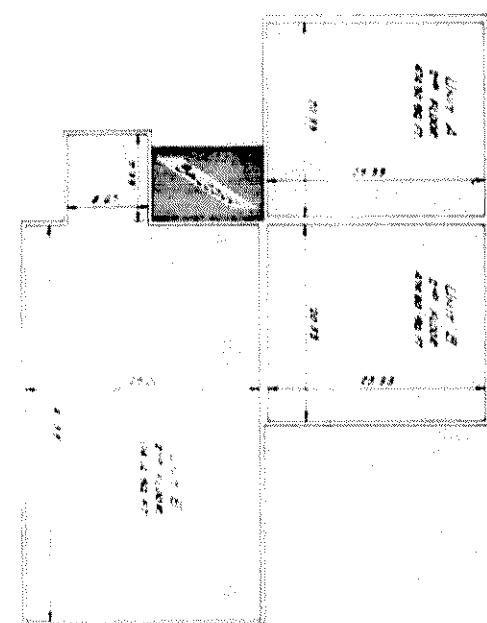
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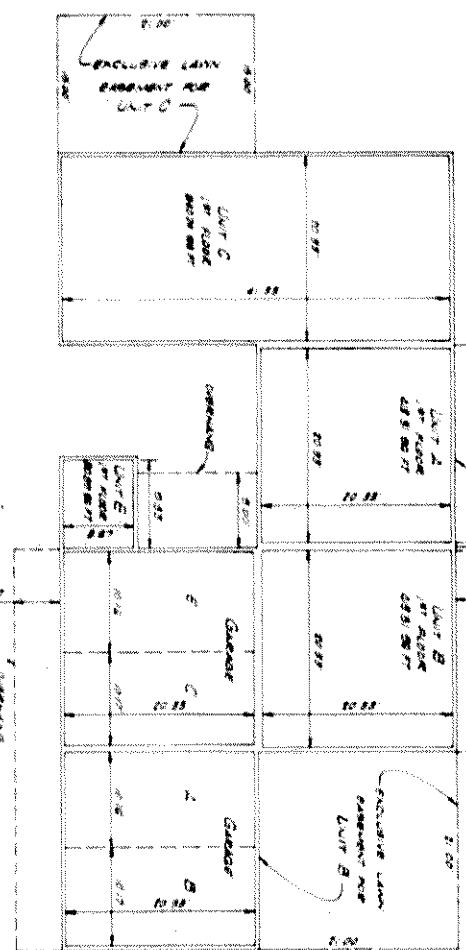
BUILDING NO. 2
SECTION 2
100' X 100'

BREVARD ENGINEERING COMPANY
ENGINEERS PLANNERS SURVEYORS
300 ALMERS ROAD
WATKINSVILLE, MARYLAND

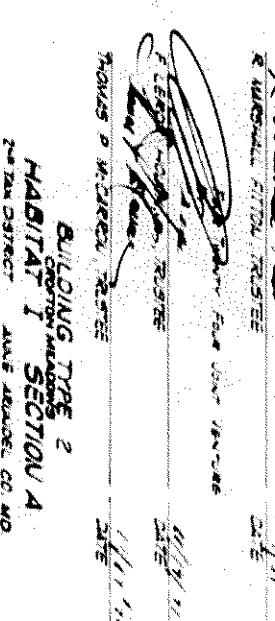
TYPICAL FIRST FLOOR PLAN



TYPICAL FIRST FLOOR PLAN



BUILDING NO. 2
SECTION 4
100' X 100'



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BUILDING NO. 2
SECTION 4
100' X 100'

BREVARD ENGINEERING COMPANY
ENGINEERS PLANNERS SURVEYORS
300 ALMERS ROAD
WATKINSVILLE, MARYLAND

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TYPICAL FIRST FLOOR PLAN		TYPICAL SECOND FLOOR PLAN	

ENGINEERS CERTIFICATE

I certify that the plans shown below are correct and as drawn or altered they do not exceed the authorized plans and permits and have not been altered at time of issuance.

HARRY C. CHODOR Oct. 25, 1971
SURVEYOR RODOS, DE 13-360

SURVEYORS CERTIFICATE

I hereby certify that the plan shown herein is correct and as drawn or altered they do not exceed the authorized plans and permits and have not been altered at time of issuance.

HARRY C. CHODOR Oct. 25, 1971
SURVEYOR RODOS, DE 13-360

OWNERS CERTIFICATE

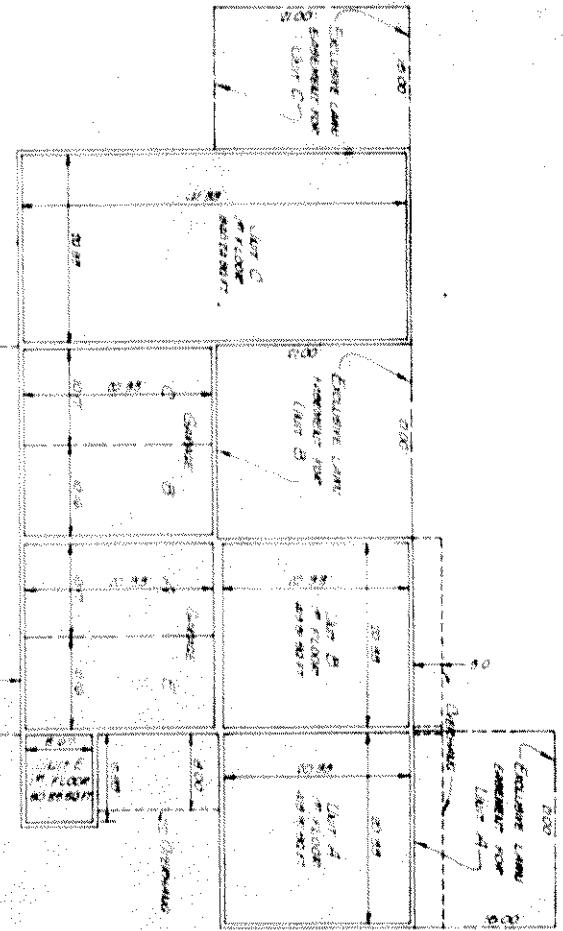
We the undersigned Owners and Surveyor, members of the Heschler Group, a New York Construction Company, Inc., of Baltimore, Maryland, being the owners of the property described below, do hereby certify that the above drawing is true and correct according to the above description.

WEISZ, A. WESCHLER, PARTNER
HAROLD J. HESCHLER, PARTNER
Dr. ALSTON M. LEE, DIRECTOR
LAWRENCE STEELE, SECRETARY

C. H. Chodor Oct. 25, 1971
SURVEYOR RODOS, DE 13-360

BREVARD ENGINEERING COMPANY
ENGINEERS PLANNERS SURVEYORS
300 N. ALMWOOD ROAD
MARTINSVILLE, VIRGINIA
Scale 1:128

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ENGINEERS CERTIFICATE

and a number of other species have been described as new.

Sam C. Blodell Oct. 25, 1977
6' 5 1/2" 200 lbs.

SURVEYORS CERTIFICATE

"WEDDING CEREMONY OVER AND THE GROOM WALKS OUT ONCE AGAIN AND IS A MUSICALIAN OR SINGER. SO HE WALKS OUT ONCE AGAIN.

Henry C. Eckster
Der 25. May 1911
Dear Friends, L. W. & E.C.
C. H. S.

June Second Court Round & Zouave Committee

KARON, MARY ELIZABETH WOOD 247E
Long Island, New York

BOSTON AND BOSTONIAN 2315

OWNERS CERTIFICATE

ME THE UNCONSCIOUS. PREVIOUS AND FUTURE, READING, OR
THE SUBLIME GENE, I CAN LEAVE COMPROMISE. GREAT PARENTS
OR HUSBAND? A HARMONIZED LAYERED BLOOMER. IN ONE
MOMENT, SILENT AND DESCRIBED, HEAVEN, HAD BEEN SO SILENT

JOHN COOK AND DAVID WILSON ARE
MEMBER PARTNERS IN THE BOSTON OFFICE OF
THE SHELTER GROUP, GENERAL PARTNER.

Dr. JUSTINUS UHL, DRESDEN

ANNE STEPHENS BULL SECRETARY

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Lambert Rose
11/2/14

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James D. Jones
JONES, JAMES D., ROE
26-111

**BIG LIVING TYPE
HABITAT SECTION**

BREARD ENGINEERING COMPANY

ENGINEERS PLANNERS SURVEYORS
300 ALBANY ROAD
WATFORD, MIDDLESEX
Short 7011

TYPICAL FIRST-GEAR PLAN

The American men had already marched out
from Bremen to the western Lüneburg Heath
before the new year began.

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ENGINEERS CERTIFICATE

I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
ABOVE NAMED BUILDING FIVE, AS SHOWN ON THE CONSTRUCTION PLANS
ARE ACCURATE AND ARE CONFORMED TO THE PLANS AND SPECIFICATIONS AS SHOWN ON THE CONSTRUCTION
PLANS.

Henry C. Hodges Oct. 25, 1971
SHERIFF, BROWNSVILLE, PA.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE
ABOVE NAMED BUILDING FIVE, AS SHOWN ON THE CONSTRUCTION PLANS
ARE ACCURATE AND ARE CONFORMED TO THE PLANS AND SPECIFICATIONS AS SHOWN ON THE CONSTRUCTION
PLANS.

Henry C. Hodges Oct. 25, 1971
SURVEYOR, BROWNSVILLE, PA.

APPROVED:
AND ADOPTED: CANTON PLANNING & ZONING COMMISSIONER
John G. Hock Oct. 25, 1971
CANTON, OHIO, PLANNING & ZONING OFFICER DATE
AND ZONING COMMISSION CHAIRMAN

Howard Beard, County Health Officer DATE
HOUSTON HILL, PRESIDENT
AND STEVEN A. GULI, SECRETARY

OWNERS CERTIFICATE

We, the undersigned, President and Secretary, managers, or
the successor, of the above named corporation, company or
firm, do hereby certify that the above named building,
house, garage, and described property, was originally planned
and built and has not been altered, nor materially changed
since said date, and that the property is:
ASSET 1, MARYLAND UNITED PARTNERSHIP

BY: THE SHELTER GROUP, GENERAL PARTNER
John G. Hock Oct. 25, 1971
H. JUSTIN HILL, PRESIDENT
AND STEVEN A. GULI, SECRETARY

Oct. 25, 1971
DATE

WE THE UNDERSIGNED HEREBY CERTIFY THAT THE PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE CONSTRUCTION
PLANS AS SHOWN ON THE CONSTRUCTION PLANS
ARE ACCURATE AND CONFORMED TO THE PLANS AND SPECIFICATIONS AS SHOWN ON THE CONSTRUCTION
PLANS.

James P. McCaffrey, Justice Oct. 25, 1971
RECEIVED FROM THE
CANTON, OHIO, PLANNING & ZONING
COMMISSIONER, DATE
R. J. BROWN, R. J. BROWN
RECEIVED FROM THE
CANTON, OHIO, PLANNING & ZONING
COMMISSIONER, DATE
R. J. BROWN, R. J. BROWN

WE THE UNDERSIGNED HEREBY CERTIFY THAT THE PLANS
AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE CONSTRUCTION
PLANS AS SHOWN ON THE CONSTRUCTION PLANS
ARE ACCURATE AND CONFORMED TO THE PLANS AND SPECIFICATIONS AS SHOWN ON THE CONSTRUCTION
PLANS.

James P. McCaffrey, Justice Oct. 25, 1971
RECEIVED FROM THE
CANTON, OHIO, PLANNING & ZONING
COMMISSIONER, DATE
R. J. BROWN, R. J. BROWN

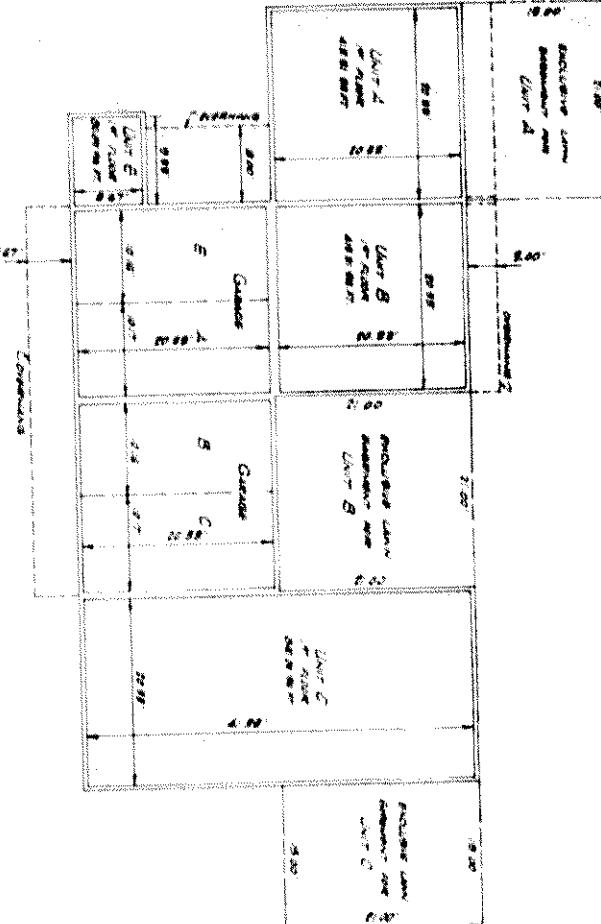
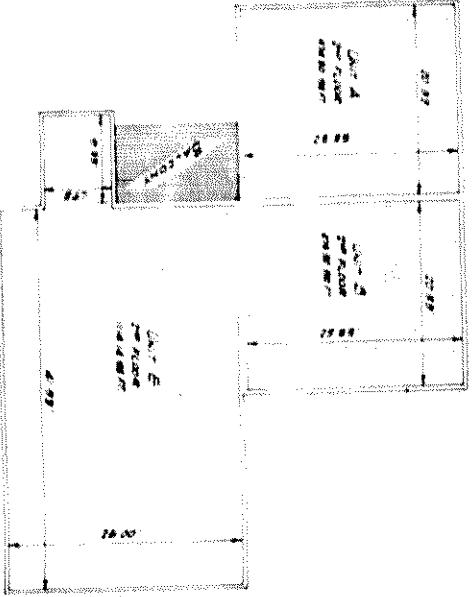


FIGURE NO. 3171
TYPICAL SECOND FLOOR PLAN

PLAT
1/4 INCH = 40 FEET

BREVARD ENGINEERING COMPANY
ENGINEERS PLANNERS SURVEYORS
3600 ALMELLO ROAD
WATKINSVILLE, MARYLAND
SHEET 8 OF 11

ENGINEERS CERTIFICATE

I hereby certify that the plan shown herein is correct and
as drawn as Building #2 as intended to be constructed. Plans
as marked do not go constructed at time of construction.

Bernard J. Shadley Nov. 8, 1971
SURVEYOR OF RECORDS, P.E. NO. 360

Kathy L. Shadley Nov. 8, 1971
SURVEYOR OF RECORDS, P.E. NO. 360

APPROVED
JOHN ARTHUR COOK, PLANNING & ZONING DIRECTOR

John Arthur Cook Nov. 8, 1971
PLANNING & ZONING OFFICER

and senior staff member
TOWNSHIP BOARD, COUNTY HELD BY OFFICER DATE

APPROVED
JOHN ARTHUR COOK, PLANNING & ZONING DIRECTOR

John Arthur Cook Nov. 8, 1971
PLANNING & ZONING OFFICER

and senior staff member
TOWNSHIP BOARD, COUNTY HELD BY OFFICER DATE

OWNERS CERTIFICATE

We, the undersigned, Bernard J. Shadley, owner of
the Shadley Construction Company, Inc., and Bernard J.
Shadley, owner of Shadley Construction Company, Inc.,
hereby certify that we have examined said building planned
and built as per the plans and specifications
submitted by the architect, Bernard J.
Shadley, of Shadley Construction Company, Inc.,
and the same is in accordance with
the plans and specifications submitted to us.

Bernard J. Shadley Nov. 8, 1971
BERNARD J. SHADLEY, OWNER OF SHADLEY CONSTRUCTION COMPANY, INC.

R. Michael Cook Nov. 8, 1971
R. MICHAEL COOK, OWNER OF SHADLEY CONSTRUCTION COMPANY, INC.

John Arthur Cook Nov. 8, 1971
JOHN ARTHUR COOK, OWNER OF SHADLEY CONSTRUCTION COMPANY, INC.

APPROVED
JOHN ARTHUR COOK, PLANNING & ZONING DIRECTOR

John Arthur Cook Nov. 8, 1971
PLANNING & ZONING OFFICER

and senior staff member
TOWNSHIP BOARD, COUNTY HELD BY OFFICER DATE

APPROVED
JOHN ARTHUR COOK, PLANNING & ZONING DIRECTOR

John Arthur Cook Nov. 8, 1971
PLANNING & ZONING OFFICER

and senior staff member
TOWNSHIP BOARD, COUNTY HELD BY OFFICER DATE

APPROVED
JOHN ARTHUR COOK, PLANNING & ZONING DIRECTOR

John Arthur Cook Nov. 8, 1971
PLANNING & ZONING OFFICER

and senior staff member
TOWNSHIP BOARD, COUNTY HELD BY OFFICER DATE

APPROVED
JOHN ARTHUR COOK, PLANNING & ZONING DIRECTOR

John Arthur Cook Nov. 8, 1971
PLANNING & ZONING OFFICER

and senior staff member
TOWNSHIP BOARD, COUNTY HELD BY OFFICER DATE

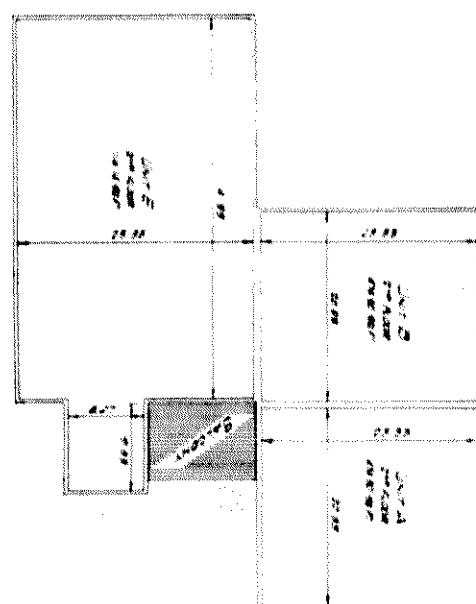
APPROVED
JOHN ARTHUR COOK, PLANNING & ZONING DIRECTOR

John Arthur Cook Nov. 8, 1971
PLANNING & ZONING OFFICER

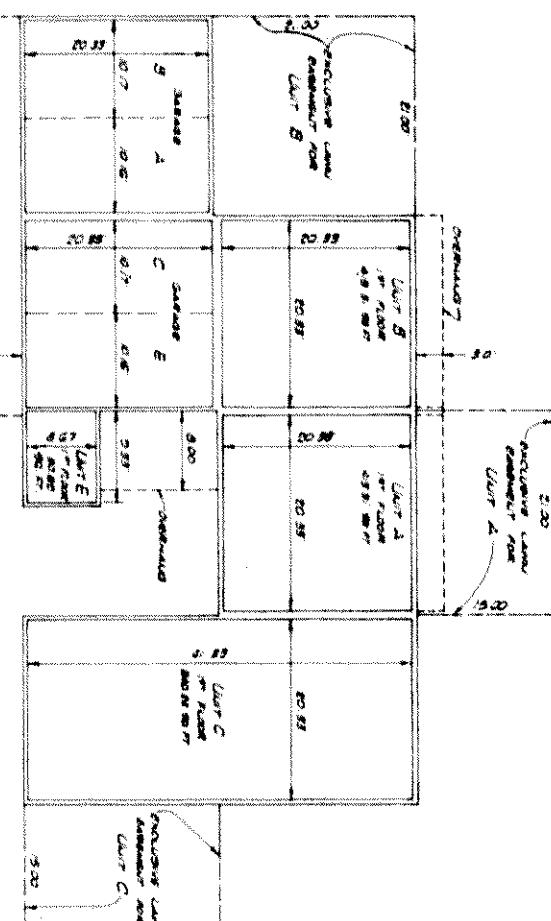
and senior staff member
TOWNSHIP BOARD, COUNTY HELD BY OFFICER DATE

Bldg. No. ②

TYPICAL SECOND FLOOR PLAN

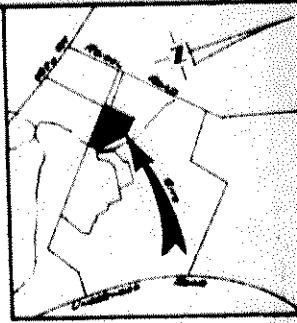


TYPICAL FIRST FLOOR PLAN



BREARD ENGINEERING COMPANY
ENGINEERS PLANNERS SURVEYORS
300 ALMADA ROAD
WATKINSVILLE, GEORGIA

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CURVE DATA	
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1	300
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340	34300
341	34400
342	34500
343	34600
344	34700
345	34800

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Exhibit "C" to Master Deed
for
HABITAT I, SECTION A

Made by Habitat I, a
Maryland Limited Partnership
and Consisting of 3 Pages

PERCENTAGE OF INTEREST SCHEDULE

<u>Building No.</u>	<u>Unit Designation</u>	<u>Assigned Dollar Value</u>	<u>Percentage</u>
1	A	\$22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%
2	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
3	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
4	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
5	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
6	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
7	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
8	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
9	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%
10	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%

<u>Building No.</u>	<u>Unit Designation</u>	<u>Assigned Dollar Value</u>	<u>Percentage</u>
11	A	\$22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
12	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
13	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
14	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
15	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%
16	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
17	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
18	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%
19	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%
20	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
21	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
22	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%

LIBER 2528 PAGE 271

<u>Building No.</u>	<u>Unit Designation</u>	<u>Assigned Dollar Value</u>	<u>Percentage</u>
23	A	\$22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%
24	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%
25	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	E	27,000	1.071%
26	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%
27	A	22,000	.873%
	B	22,000	.873%
	C	23,000	.913%
	D	25,000	.992%

LIBER 2528 PAGE 272
September 30, 1972

EXHIBIT "D" TO MASTER DEED

BY-LAWS

OF

HABITAT I, SECTION A

A MARYLAND HORIZONTAL PROPERTY REGIME

ARTICLE I. - NATURE OF BY-LAWS

SECTION 1. Scope. These By-Laws are intended to govern the administration of Habitat I, Section A, A Maryland Horizontal Property Regime organized under the Maryland Horizontal Property Act (Article 21, Section 117A, Annotated Code of Maryland, 1957, as amended) together with the management of the common elements of said Regime, which has been established by a Master Deed to which these By-Laws are appended as Exhibit "D". Unless the context clearly indicates otherwise all definitions set forth in the Maryland Horizontal Property Act are incorporated herein by reference.

SECTION 2. Application. All owners of any freehold or leasehold interest, all occupants or users of the premises, and the agents and servants of any of them are subject to the provisions of the Master Deed, these By-Laws and the applicable laws of Maryland.

SECTION 3. Constitution. There is hereby constituted the Council of Co-Owners, sometimes herein referred to as the Council, which shall be comprised of every person, firm, or corporation which owns, severally or with others, any condominium unit within the project.

ARTICLE II - VOTING

SECTION 1. Procedure. Except as otherwise required by law, or specifically required by the Master Deed, or these By-Laws:

- (a) The owner(s) of each unit, built or to be built shall have the proportionate vote per unit, as set forth in the Master Deed, and;
- (b) Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in this Article I shall constitute a quorum.

All proxies shall be in writing, signed by all individual owners of each unit or by his or their duly authorized representative(s), and delivered to the Secretary of the meeting, but no proxy shall be voted on after eleven months from its date unless said proxy provides for a longer period. The election of directors shall be by ballot. Unless demanded by a member present in person or by proxy at such meeting and entitled to vote thereat or determined by the Chairman of the meeting to be advisable, the vote on any other question need not be by ballot.

As used in these By-Laws, "majority of owners" means that number of votes which equals or exceed fifty-one percent (51%) of all the votes established in accordance with the percentage assigned in the Master Deed.

ARTICLE III - ADMINISTRATION

SECTION I. Council's Responsibilities. The owners of the units will constitute the Council of Co-owners, who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project. Except as otherwise provided, decisions and resolutions of the Council shall require approval by a majority of owners.

SECTION 2. Place of Meeting. All meetings of the members of the Council shall be held on the first Monday in January in each year, except that such first, annual meeting shall not be held until the first Monday in January of the year following that year in which 100 of the units built or to be built at Habitat I, Section A have been conveyed to individual owners, but in no event after January 5, 1974. If the election of directors shall not be held on the day designated herein for any annual meeting or at any adjournment of such meeting, the Board of Directors shall cause the election to be held at a special meeting as soon thereafter as conveniently may be. At such special meeting the members may elect the directors and transact other business with the same force and effect as at an annual meeting duly called and held.

SECTION 3. Special Meetings. After the first annual meeting or at any time prior thereto at Grantor's option, special meetings of members may be called by the President whenever he deems such a meeting advisable, and shall be called by the Secretary when so ordered by the Board of Directors or upon the written request of members entitled to not less than twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matter proposed to be acted on thereat. The Secretary shall give notice stating the purpose or purposes of the meeting to all members entitled to vote at such meeting. No special meeting need be called upon the request of memberes entitled to cast less than fifty (50%) of all votes entitled to be cast at such meeting to consider any matter which is substantially the same as a matter voted upon at any meeting of the members held during the preceding twelve months.

SECTION 4. Notice of Meeting. Except as otherwise provided by law, notice of each meeting of members, whether annual or special,

shall be given not less than ten (10) days, nor more than ninety (90) days before the day on which the meeting is to be held, to the representative of each unit owner at the address of its unit, [REDACTED]

[REDACTED] by delivering a written or printed notice thereof to him personally, or by mailing such notice, postage prepaid. Except where expressly required by law, no publication of any notice of a meeting of members shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purposes thereof. Notice of any meeting of members shall not be required to be given to any members who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the members shall not be required to be given unless expressly required by law.

SECTION 5. Order of Business. The order of business at all meetings of the regular members shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Committees
- (f) Election of inspectors of election, if applicable
- (g) Election of Directors, if applicable
- (h) Unfinished business
- (i) New business

SECTION 6. Organization. At each meeting of the Council, the President or, in his absence, the Vice President or, in the absence of both of them, a Chairman chosen by a majority vote of the unit owners present in person or represented by proxy and entitled to vote thereat, shall act as Chairman, and the Secretary, or in his absence, a person whom the Chairman shall appoint, shall act as Secretary of the meeting.

SECTION 7. Judges. If at any meeting of the members a vote by ballot shall be taken on any question, the Chairman of such meeting

shall appoint two Judges to act thereat with respect to such vote. Each Judge so appointed shall first subscribe an oath faithfully to execute the duties of a Judge at such meeting with strict impartiality and according to the best of his ability. Such Judges shall decide upon the qualifications of voters and shall report the number and value of shares represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and, when the voting is completed, shall ascertain and report the number of shares voted respectively for and against the question. Reports of Judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The Judges need not be members of the Council, and any officer of the Council may be a Judge on any question other than a vote for or against his election to any position with the Council or on any other question in which he may be directly interested.

ARTICLE III - BOARD OF DIRECTORS

SECTION 1. General Powers. The property, affairs and business of the Council shall be managed by the Board of Directors, which shall have all those powers granted to it by law and may do all such acts and things as are not by law or by these By-laws directed to be done and exercised by the members.

SECTION 2. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Council, the Board of Directors shall be responsible for the following:

- . (a) Care, upkeep and surveillance of the project and the common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and control of the personnel necessary for the maintenance and operation of the project and the common areas and facilities.
- (d) Maintain businesslike relations with owners or occupants whose service requests shall be received, considered and recorded in systematic fashion, in order to show the action taken with respect to each. As

part of a continuing program, secure full performance by such owners or occupants of all such items and maintenance for which they are responsible.

- (e) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed hereon by any federal, state, county or municipal authority having jurisdiction thereover and order of the Board of Fire Underwriters or other similar bodies.
- (f) Arrange for maintenance of roads, walkways and parking area.
- (g) Place and keep in force all of the following insurance coverages:
 - (1) Broad form insurance against loss by fire and against loss by earthquake, lightning, windstorm, overflow or other hazards of the sea, and other risks normally included within extended coverage, insuring all structural portions of the condominium property, together with all service machinery contained therein and covering the interest of the Council, the Board of Directors and all members and their mortgagees as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of a dwelling unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the payment provisions in favor of the Board of Directors; Workmen's compensation insurance; and such other insurance as the Board of Directors may determine.

All such policies shall provide that adjustment of loss shall be made by the Board of Directors, and that the net proceeds thereof, shall be payable to the Board of Directors.

All policies of physical damage insurance shall, to the extent obtainable, contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of dwelling units. Duplicate originals of all

policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums shall be delivered to all mortgagees of dwelling units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain a qualified appraisal of the full replacement value of the Buildings, including all of the dwelling units, common areas and facilities therein, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this section.

(2) To the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, the managing agent, the manager, and each member. Such public liability coverage shall also cover gross liability claims of one insured against another. The Board of Directors shall review such limits once a year. Until the first meeting of the Board of Directors following the first annual meeting of the members, such public liability insurance shall be amounts not less than \$250,000.00/\$1,000,000.00 for claims for bodily injury and \$25,000.00 for claims for property damage.

Members shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any member.

(h) The following fiscal duties:

(1) Common Receipts. The Board shall have the duty to collect "common receipts" assessed against each unit owner, his, her or their heirs, administrators, successors and assigns, a proportionate part of the common expense of the Regime as provided in the Master Deed and in accordance with applicable law.

The Board shall have the power to estimate the cost in advance on an annual basis and to give notice thereof to the individual unit owners in the manner herein provided and the same shall be a lien against each unit.

(2) Notice. The Board shall give notice to each unit owner in writing of the amount estimated by the Board, of common expenses for the management of the Regime for the ensuing period, directed to the member at its last address known to the Board by ordinary mail. The said notice shall be conclusively presumed to have been delivered five (5) days after deposit in the United States mails. In the event that no objection is made by the unit owners on or before the twentieth (20th) day after receipt of such notice, the amount shall be deemed to be conclusive and binding. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors, provided, that nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in the case of any immediate need or emergency.

(3) Acceleration of assessment installments upon default. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member, and the then unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the

member, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(4) Bank Accounts. The depository of the Council shall be such a bank or banks as shall be designated from time to time by the Board and in which the monies of the Council shall be deposited. Withdrawal of monies from such bank accounts shall be only by checks signed by such persons as are authorized by the Board of Directors, provided that any Management Agreement may include among its provisions authority for the manager to sign checks on behalf of the Council for payment of the obligations of the Council.

(5) Interest and Counsel Fees. The Board at its option, shall have the right in connection with the collection of this, or any other charge, to impose an interest charge at the legal maximum if such payment is made after a date certain stated in such notice. In the event that the Board shall effectuate collection of said charges by resort to counsel, the Board may add to the aforesaid charge or charges a sum or sums of twenty (20%) percent of the gross amount due as counsel fees, in addition to such costs allowable by law.

(6) Expenditure of Funds. The amount of monies for common expenses deemed necessary by the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof shall be a matter for the sole discretion of the Board, until after the first annual meeting of the members.

(7) Disbursement. The Board shall take and hold the funds as collected and shall disburse the same for the purposes and in the manner set forth herein and as required by law.

(8) Reserves. The Board shall not be obligated to expend all of the revenues collected in any accounting period, but may maintain a reasonable reserve for, among other things, emergencies, contingencies of bad weather or uncollected accounts. Said reserve fund or funds shall, however, be kept in interest bearing securities either short or long term, or in an insured interest bearing savings account. The foregoing shall not be construed to mean that the Board shall not be permitted to keep additional cash on hand, in a checking or petty cash account for the necessary discharge of its function.

(9) Annual Audit. The Board shall submit the books, records and memoranda to an annual audit by a disinterested certified public accountant who shall audit the same and render a report thereon in writing to the Board and in summary form to the members and such other persons, firms or corporations as may be entitled to same.

(10) Accounts. The receipts and expenditures of the Council shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(i) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year, or may be distributed to the membership as the directors shall determine;

(ii) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually;

- (iii) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence;
- (iv) Capital expenditures, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

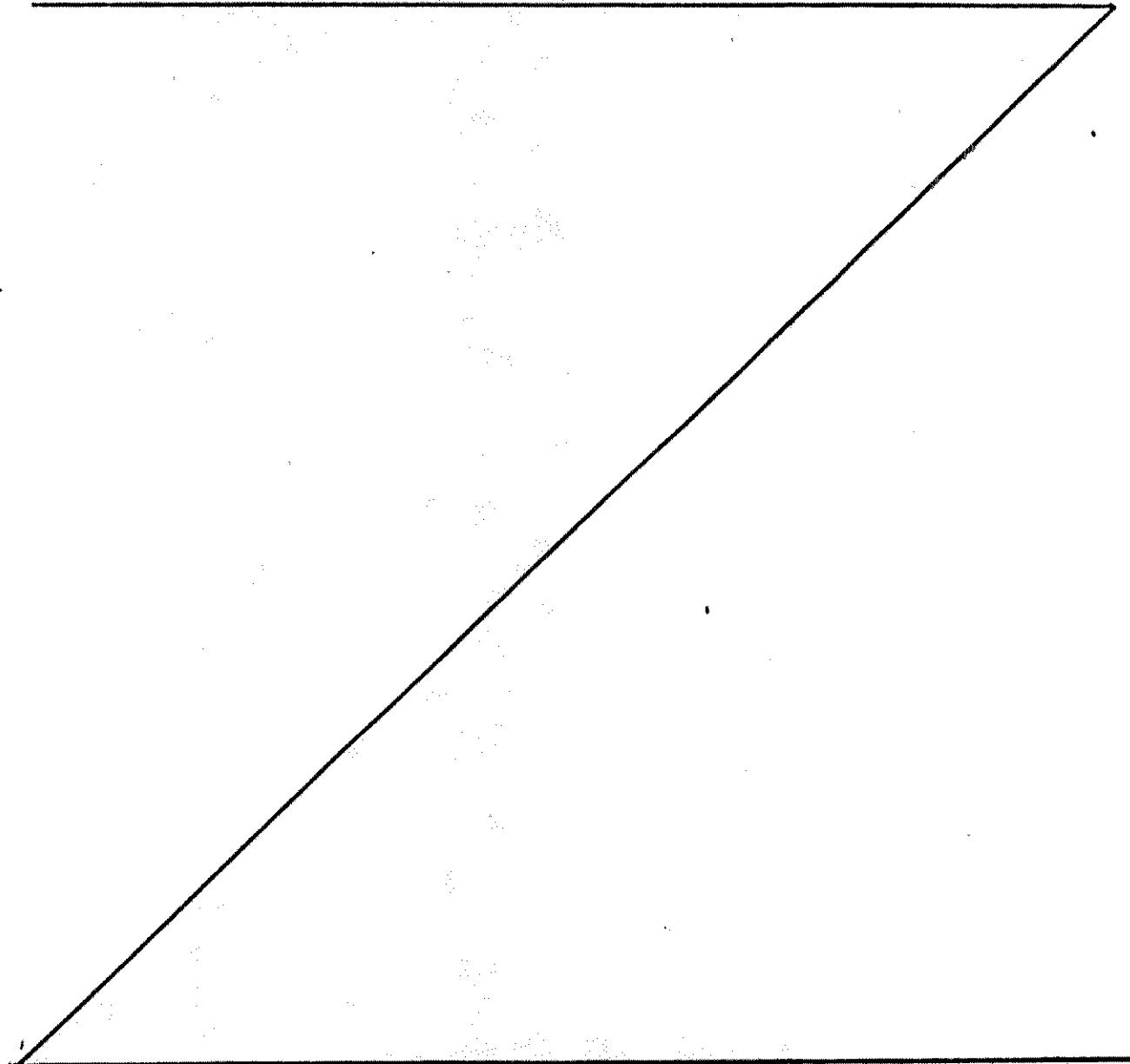
(v) Operations, which shall include the gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue-producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized, losses from the operations shall be met by special assessments against members, which assessments may be made in advance in order to provide a working fund.

SECTION 3. Management Agent. The Board of Directors may employ for the Council a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 2 of this Article.

SECTION 4. Number and Term of Directors. The initial Board of Directors shall consist of three persons appointed by the

Grantor, none of whom are required to be members of the Council. Said initial Board, including any substitute Directors, shall serve until the first annual meeting of the Council. Thereafter, said Board shall consist of nine (9) members, each of whom shall serve for a term of three (3) years; provided, however, that at the first annual meeting one-third (1/3) of said Directors shall be elected for a one (1) year term, one-third (1/3) for a two (2) year term, and one-third (1/3) for a full three (3) year term.

SECTION 5. Vacancies. Any vacancy in any Board of Directors caused by any reason, other than the removal of a Director by a vote of the members of the Council, shall be filled by vote of the majority of the remaining directors, even though they may



constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Council to act for the unexpired term of his predecessor.

SECTION 6. Removal of Directors. At any regular or special meeting of the Council duly called, any one or more of the directors may be removed with or without cause by a ninety (90%) percent vote of the unit owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the unit owner(s) shall be given an opportunity to be heard at the meeting.

SECTION 7. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

SECTION 8. Rules and Regulations. Without limiting the generality of the foregoing, the Board of Directors shall have the right to make reasonable rules and regulations with respect to the common elements, to preserve, protect and enhance the same, to prevent waste, erosion, depletion, to protect plantings, to protect seeded areas, trees, shrubs, grass, bushes, wildlife, water, banks, dams, streams, bridges, fish, birds, to destroy pests and pursuant to such authority to temporarily prohibit the unit owners or occupants from the enjoyment of access to or over such common elements for such reasonable periods as the Board in its sole discretion shall deem necessary from time to time. The Board shall have the further right, upon the same terms and conditions as set forth in the paragraph to make and enforce reasonable rules for the use of the common elements and the conduct, dress, manner and deportment of the members, including the scheduling of use and, such other rules and regulations

as may be necessary for the health, safety and welfare of the users thereof. Action by the manager shall be deemed to be action by the Board.

SECTION 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of "the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one third (1/3) of the directors then serving.

SECTION 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. Aesthetics. Without limiting any other term, condition or paragraph herein, the Board of Directors shall be deemed to be the final judge of all aesthetic matters and shall act in its sole discretion, without liability to any unit owner or occupant.

SECTION 13. Advisory Board. The Board may, at its sole option, appoint an Advisory Board of from three to seven members to guide and advise the Board in the allocation of monies and other matters pertinent to the Council, but the Board shall not be bound by such advice.

SECTION 14. Non-Waiver. All the rights, duties and privileges of the Board shall be deemed to be continuing and shall be exhausted by any single act or series of acts. To the same extent, the failure to use or employ any remedy or right hereunder or hereafter granted shall not preclude its exercise in the future nor shall any custom bind the Board.

SECTION 15. Conflict. Anything to the contrary herein notwithstanding, if any provision of this instrument is in conflict with or contradiction of the Maryland Horizontal Property Act, or with the requirements of any other law, then the requirements of said Act or other law shall be deemed controlling. The powers herein granted or necessarily implied should be construed to favor the broadest discretion of the Board of Directors.

ARTICLE IV - OFFICERS

SECTION 1. Designation. The principal officers of the Council shall be a President, who shall be a member of the Board of Directors, a Vice-President and a Secretary and a Treasurer. The Board may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two officers, except that of President and Vice-President may be held by one person.

SECTION 2. Election of Officers. The officers of the Council shall be elected annually by the Board of Directors at the first Board of Directors meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

SECTION 3. Removal of Officers. Upon an affirmative vote of a two-thirds majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Council. He shall preside at all meetings of the Council and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members of the Council from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Council.

SECTION 5. Vice-President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Council; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the same, and to the credit, of the Council in such depositaries as may from time to time be designated by the Board of Directors.

SECTION 8. Other Duties and Powers. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V - FISCAL YEAR

The fiscal year of the Council shall be on a calendar year basis.

ARTICLE VI - OBLIGATION OF OWNERS

SECTION 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Council to meet all Common expenses of the Regime.

SECTION 2. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installation of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the owner's expense.
- (c) An owner shall reimburse the Council for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

SECTION 3. Nuisances Prohibited. At no time hereafter shall any member or any person or persons acting under him use any object or thing which creates noise, smoke, odor, soot or vibrations in such manner as to disturb any other member or lawful user of the

common elements nor shall they have any signs, flags, banners, pennants, flashing lights, wires, clothes, television or radio antennas or any other unsightly object beyond the interior walls of any unit so that they are in any way visible from the outside; provided, however, that American Flags and other patriotic type flags will be permitted to be flown or displayed on appropriate occasions and further provided that lights of a steady or flashing nature will be permitted to be used during the year-end holiday season.

SECTION 4. Structural Alterations. No member shall make any structural addition, alteration or improvement in or to his dwelling unit, including any exterior painting or exterior alteration or addition (including awnings, grills, fans, air conditioning devices, etc.) without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer in writing any written request by a member for approval of a proposed structural addition, alteration or improvement in such member's dwelling unit, within sixty (60) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any dwelling unit shall be executed by the Board of Directors, only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section shall not apply to units owned by the Grantor until such units have been initially sold by the Grantor.

SECTION 5. Right of Entry. Every owner does hereby grant the right of entry to the management agent or to any other person authorized

by the Board of Directors or the Council in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

SECTION 6. Signs. No sign, notice, advertisement or device of any kind shall be placed upon any of the common elements or exposed on or at any window or other part of the Units, except those specifically approved by the Board in writing and the Board shall have the power to remove any such sign or device and to charge to the person or persons causing the erection of same the cost thereof. In the event that the persons so responsible cannot be ascertained or the funds cannot be collected, then the Board shall be permitted to pay the same from the Council funds. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Grantor during the construction and sales period or by the Council and furtherance of its powers and purposes set forth herein and Rules and Regulations as same may be amended from time to time.

SECTION 7. Pets. Each member agrees not to allow any pets or animals to roam at large beyond the confines of its unit and that in no event more than one pet or animal of any kind or nature whatsoever will be brought upon the premises at any time. Any pets or animals outside any unit must be under control or leash and at no time shall it create a nuisance of any kind and in any event the member shall be responsible for any damage or liability occasioned by any such pet or animal.

SECTION 8. Exclusive Easement Areas. Fences approved by the Board of Directors in accordance with established standards may only be installed within the exclusive easement area located to the rear of the dwelling; provided, however, that the unit owner shall thereafter be responsible at its sole expense for all

maintenance of said fence and of the entire rear lawn area. Further, the maintenance of all balconies, patios and doorsteps and the watering of all lawns, plants and landscaping within the exclusive easement areas shall be performed by each unit owner at its expense, together with removal from all private walkways within the exclusive easement areas of all snow up to two (2") inches in depth and the maintenance of any plants or landscaping not originally planted by Grantor. Except as herein provided, no member or group of members shall build, plant or maintain any matter or thing upon, over or under the common elements, except with the express permission of the Board in writing first had and obtained, nor shall any member place trash, garbage, excess material of any kind on or about the common elements, nor burn, chop or cut anything on, over or above the common elements.

SECTION 9. Miscellaneous. (a) The walkways in front of Units and the entranceways to the Units shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

(b) No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas, or driveways.

(c) Each owner shall keep such Unit in a good state or preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

(d) All garbage and refuse from the Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors will direct. All disposals shall be used in accordance with instructions given to the owner by the Board of Directors.

(e) Waterclosets and other water apparatus in the buildings shall not be used for any purposes other than those for

which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose Unit it shall have been caused.

(f) No owner shall request or cause any employee of the Board of Directors to do any private business of the owner, except as shall have been approved in writing by the Board of Directors.

(g) No vehicles belonging to an owner or to a member of the family or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent ready access to another owner's garage. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners. All garage doors shall at all times remain closed, except to afford access to and from the garage. No vehicle which cannot operate on its own power shall remain within the Condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Condominium property.

(h) The owner shall not cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants, approaching or upon any of the driveways or parking areas serving the Condominium property.

(i) An owner must not use nor permit his guests or members of his family to use driveways appurtenant to other Units.

(j) All damage to the Units caused by the moving or carrying of any article therein shall be paid by the owner responsible for the presence of such article.

(k) No owner shall use or permit to be brought into the Units any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

(l) The owners shall not be allowed to put their names on any entry of the Units or mail receptacles appurtenant thereto, except in the proper places and in the manner prescribed by the Board of Directors for such purpose.

(m) The owners must keep the interior of the patios, courtyards and garages clean and free from obstructions. Nothing shall be hung in the patios or courtyards above fence lines, without the express written consent of the Board of Directors, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors.

(n) Owners shall be held responsible for the actions of their children and their guests.

(o) Children shall be allowed to play only in those areas designated for play from time to time by the Board of Directors.

(p) Food and beverage may not be prepared or consumed on the Common Areas, except in accordance with regulations which may be promulgated from time to time by the Board of Directors.

(q) Complaints regarding the management of the Units and grounds or regarding actions of other owners shall be made in writing to the Board of Directors.

(r) Any consent or approval given hereunder by the Board of Directors shall be revocable at any time.

(s) The recreational areas are solely for the use of the Condominium residents and their invited guests. The use of other recreational facilities shall be at the risk of those involved and not in any event the risk of the Board of Directors or the management agent.

(t) The regulations governing the use of the recreational facilities, permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in

accordance with regulations adopted from time to time by the Board of Directors and posted in the recreational areas.

ARTICLE VII - AMENDMENTS

These By-Laws, or any of them, may be altered, amended or repealed, or new By-Laws may be made, at any meeting of the Council duly constituted for such purpose, a quorum being present, by an affirmative vote of sixty-six and two-thirds (66-2/3%) percent of all the votes established in accordance with the percentage assigned in the Master Deed, except that the first annual meeting may not be advanced and the first Board of Directors (including replacements in case of vacancies) may not be removed by reason of any such amendment or repeal.

ARTICLE VIII - ENFORCEMENT

The Board of Directors shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant hereto, by any or all of the following; self help; by sending notice to the offending party to cause certain things to be done or undone; by restoring the Council to its original position and charging the breaching party with the entire cost or any part thereof; by taking any other action before any court, summary or otherwise, as may be provided by law, by complaint to the duly constituted authorities. The foregoing shall be construed to be in addition to any other powers granted herein and by the Maryland Horizontal Property Act, not in limitation thereof.

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ARTICLE IX - MORTGAGES

SECTION 1. Notice to Council. An owner who mortgages his unit shall notify the Council through the President, of the name and address of his mortgagee, and the Council shall maintain such information in a book entitled "Mortgagees of Units". "Mortgages" as used herein shall be construed to include any indebtedness secured by a Deed of Trust or Mortgage recorded among the Land Records of Anne Arundel County, Maryland.

SECTION 2. Rights of Mortgagees. If an owner mortgages his unit, he shall not be permitted to modify, alter or change the physical aspect of the unit, without the written authorization of the mortgagee and shall not vote for the modifications, alterations or revocation of any clause or condition of the Master Deed or these By Laws without previous authorization in writing, by the mortgagee. The Council shall require the written approval of the mortgagee listed in the "Mortgagees of Units" book as a condition to the acceptance of a vote on any of the foregoing matters by an owner who has a mortgage covering his unit.

ARTICLE X - COMPLIANCE

These By Laws are set forth to comply with the requirements of the State of Maryland. In case the By Laws conflict with the provisions of said statute, the provisions of the statute will apply.

Mailed to Smith, Somerville & Clegg