

Office of the Secretary of State

Application for the Registration of a
Condominium in the State of Maryland

Public Offering Statement

Part 2 - Declaration, Bylaws and Rules and
Regulations

Insert this sheet immediately before a copy of the proposed declarations, bylaws and rules and regulations.

Applicant's comments, if any:

The proposed Declaration, Bylaws and Rules and Regulations are attached. The Declaration and Bylaws will be executed and recorded in the Land Records of Baltimore City prior to the conveyance of the first unit to a home buyer. The rules and regulations will be adopted by the board of directors of the Council of Unit Owners at that time.

Attachment B
Part 2

2301 BOSTON STREET TOWNHOMES CONDOMINIUM

DECLARATION

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2301 BOSTON STREET TOWNHOMES CONDOMINIUM

DECLARATION

THIS DECLARATION, made this ___ day of _____, 200__, by 2301 BOSTON STREET LLC, a Maryland limited liability company having an address 2401 York Road, Timonium, Maryland 21093 (hereinafter referred to as the "Developer"),

WITNESSETH, THAT WHEREAS the Developer is the owner of all of that land, situate and lying in Baltimore City, Maryland, which is hereinafter more particularly described; and

WHEREAS the Developer intends to construct residential townhome condominium buildings containing a total of up to sixty-six (66) dwelling units and a marina and the appurtenances thereto; and

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

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

NOW, THEREFORE, the Developer does hereby subject to a regime established under the provisions of the Maryland Condominium Act, all of that tract of land, situated and lying in Baltimore City, which is described in Exhibit A hereto, such property being shown on those certain plats collectively entitled "AMENDED PLAT OF SUBDIVISION NORTH SHORE AT CANTON" dated _____, 200__, prepared by Whitney, Bailey, Cox & Magnani, LLP and intended to be recorded among the Land Records of the said City simultaneously with the recordation thereamong of this Declaration,

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

SUBJECT TO the operation and effect of any and all instruments which have been recorded among the said Land Records prior to the recordation there among of this Declaration, including, without limitation, the Disposition Agreement between the Mayor and City Council of Baltimore and Gemini Realty, L.L.C., dated July 29, 1998, as assigned to 2301 Boston Street LLC, the Pedestrian Promenade Easement Agreement between the Mayor and City Council of Baltimore and 2301 Boston Street LLC dated _____, 200__ (the "Promenade Agreement"), and the Agreement of Covenants, Easements and Restrictions by and between 2301

Boston Street LLC and North Shore at Canton Townhomes LLC dated _____, 200__ (the "REA").

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

ARTICLE I. DEFINITIONS.

1.1. Specific Definitions. As used in the provisions of this Declaration, each of the following terms shall be deemed to have the meaning which is hereinafter ascribed to it:

(1) "Act" shall mean the statutes entitled "The Maryland Condominium Act" codified as Title 11 of the Real Property Article of the Code, as from time to time amended.

(2) "Assessment" shall mean an amount assessed by the Council against a Unit Owner with respect to a Unit, pursuant to the provisions of Section 5.5.

(3) "Board of Directors" shall mean the board of directors of the Council.

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

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

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

(7) "Common Expenses" shall mean the aggregate of any and all expenses which are incurred by the Council in the exercise of the rights and powers, and in the discharge of the duties, which are vested in, exercisable by or imposed upon the Council under the Act, the Declaration or the By-Laws.

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

(9) "Condominium" shall have the meaning given to it hereinabove until such time as it is expanded to include one or more Future Parcels and, thereafter, the meaning shall be expanded to include each Future Parcel, respectively.

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

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

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

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

(14) "Developer" shall mean 2301 Boston Street LLC and each person or persons to whom such named person or any other person who is the Developer expressly assigns its rights as the Developer hereunder in the manner set forth in the provisions of Section 11.2 hereof.

(15) "Eligible Mortgagee" shall mean a Mortgagee who has requested the Council to notify it on any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.

(16) "Future Parcels" shall have the meaning ascribed to it by the provisions of Section 9.1 hereto.

(17) "General Common Elements" shall have the meaning ascribed to it by the provisions of subsection 3.3.3.

(18) "Limited Common Elements" shall have the meaning ascribed to it by the provisions of subsection 3.3.2.

(19) "Marina Parking Limited Common Elements" shall have the meaning ascribed to it by the provisions of subsection 3.3.2.

(20) "Marina Unit" shall have the meaning ascribed to it by the provisions of subsection 3.2.1.

(21) "Mortgage" shall mean any mortgage or deed of trust encumbering any Unit, and any other security instrument used from time to time in the locality of the Condominium, provided that such mortgage, deed of trust or other form of security instrument has been recorded among the Land Records of Baltimore City, Maryland.

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

(23) "Mortgagee in Possession" shall mean any person who is either (a) a Mortgagee which has possession of a Unit as a result of a default under a Mortgage held by such person, or (b) the Unit Owner of a Unit as the result of the conveyance to such person of the Mortgagor's equity of redemption therein either as the result of a foreclosure proceeding under a Mortgage, or in lieu of such foreclosure proceeding.

(24) "Parcels" shall mean the land described in Exhibit A hereto and the Future Parcels, or one or more of them.

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

(26) "Plans" shall have the meaning ascribed to it by the provision of subsection 7.2.1.

(27) "Residential Unit" shall have the meaning ascribed to it by the provisions of subsection 3.2.1.

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

(29) "Structure" means any thing or device, the placement of which upon any Unit or Common Element might affect the physical appearance thereof (including, by way of example rather than of limitation, any hot tub, satellite dish, antennae, building, deck, fence, swingset, playset, pool, awning, wall, storage or utility shed, addition or alteration, patio or sunroom).

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

(31) "Unit Owner" shall mean any person or combination of persons (including, by way of example rather than of limitation, the Developer) who holds the legal title to a Unit under a deed or other instrument; provided, that (a) no lessee or Contract Purchaser shall, merely by virtue of such person's status as such, be deemed to be a Unit Owner; and (b) no Mortgagee shall be deemed to be the Unit Owner of a Unit unless and until such Mortgagee acquires of record the Mortgagor's equity of redemption.

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

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

1.3. Consistency With Act. Any term to which meaning is specifically ascribed by any provision of this Declaration or the By-Laws, and which is used in the Act, wherever possible shall be construed in a manner which is consistent with any construction of such term as so used in the Act. Where such consistency of construction is not possible, the definitions set forth hereinabove shall govern to the extent allowed by law.

ARTICLE II. NAME.

The Condominium shall be known as "2301 BOSTON STREET TOWNHOMES CONDOMINIUM".

ARTICLE III. UNITS AND COMMON ELEMENTS.

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

3.2. Units.

3.2.1. The Units shall consist of two types, Units intended to be used as residential dwelling units ("Residential Units") and a Marina Unit intended to be used as a boat marina (the "Marina Unit").

3.2.2. (a) So long as the Condominium has not been expanded pursuant to the provisions of Article IX, the Condominium shall contain sixteen (16) Residential Units.

(b) From and after any such expansion, and until any further such expansion, the Condominium shall contain that number of Units equaling the total of (i) the number of Residential Units contained therein immediately before such expansion, plus the Marina Unit, if applicable, plus (ii) the number of Residential Units added to the Condominium by such expansion, plus the Marina Unit, if added by such expansion.

3.2.3. The location within the Condominium, and the dimensions, of each Unit are shown on the Condominium Plat and are more particularly defined by the provisions of this Article III.

3.2.4. Each Unit shall have and be known by a number or letter, or combination thereof, corresponding to the number or letter, or combination thereof, shown with respect to it on the Condominium Plat together with the street address or building number of the building in which the Unit is located.

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

(a) All of the land contained within the boundary lines of such Unit as shown on the Condominium Plat, from the level which is 40 feet below the surface of the lower level elevation of such Unit, as shown on the Condominium Plat, to such surface;

(b) All of the improvements thereon including, without limitation, all exterior and interior walls, together with all roofs, footings, foundations, basements, patios, chimneys, balconies, decks and steps; and

(c) All of the airspace lying above the surface of such lower level elevation, to the level of 100 feet above such surface.

(d) Any circuit breaker panel, electrical meter, and any and all electrical installations and fixtures (including, by way of example rather than of limitation, any and all outlets, meters, switches, lampholders or other electrical or gas service terminals, wherever located) which exist for the exclusive use of such Unit, and all wiring and conduits running from any such circuit breaker panel to any such installation or fixture.

(e) All of the equipment for the heating and air conditioning of such Unit and the heating of water, including all mechanical equipment and appurtenances which are designed, designated or installed to serve only that Unit, and all of their controls and control wiring.

(f) All duct work running from such heating and air conditioning equipment to its outlets into such Unit, and any such outlets.

(g) All security systems located within or exclusively serving such Unit;

(h) All fireplaces and fireplace flues within such Unit, including the exterior fluestacks;

(i) All range hoods or bath fans for such Unit, and all duct work connecting the same.

(j) All bathroom and kitchen plumbing fixtures and connections thereto for such Unit, including, by way of example rather than of limitation, all sinks, faucets, commodes, bathtubs, shower stalls, whirlpools, hot or cold water pipes or drain pipes connecting any of the same with any common water or drain pipes serving such Unit as well as other Units.

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

(l) Any smoke detectors serving such Unit.

(m) All floor coverings, wall furnishings and all improvements, fixtures and installations of every kind and nature whatsoever located within the boundaries of such Unit as hereinabove set forth.

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

(a) All of the land and riparian rights contained within the boundary lines of such Unit as shown on the Condominium Plat, from the level which is 40 feet below the water level of such Unit, as shown on the Condominium Plat, to such surface;

(b) All of the improvements thereon including, without limitation, all docks, slips and pylons; and

(c) All of the airspace lying above the water surface to the level of 100 feet above such surface.

(d) Any circuit breaker panel, electrical meter, and any and all electrical installations and fixtures (including, by way of example rather than of limitation, any and all outlets, meters, switches, lampholders or other electrical or gas service terminals, wherever located) which exist for the exclusive use of such Unit, and all wiring and conduits running from any such circuit breaker panel to any such installation or fixture.

3.2.7. Anything contained in the foregoing provisions of this Section 3.2 to the contrary notwithstanding, whenever there is located within the boundaries of a Unit, as described hereinabove, either (a) any loadbearing or structural wall, partition or column, or (b) any main, duct, stack, raceway, wire, conduit, line, drain, pipe, meter or other similar thing or device used in providing any utility or service to any portion of the Condominium other than, or in addition to, such Unit, such Unit shall not include the loadbearing or structural portions of such wall, partition or column, or such thing or device.

3.2.8. Each Unit shall have all of the incidents of real property under applicable law. Nothing in the provisions of this Declaration shall be deemed to confer upon (a) any Unit Owner, by virtue of his status as such, or (b) any other person having any other interest in such Unit, by virtue of such interest, any interest in any other Unit.

3.3. The Common Elements.

3.3.1. The Common Elements (a) shall consist of all of the Condominium other than Units, the legal title to which is held by a person other than the Council, and (b) shall be comprised of the Limited Common Elements and the General Common Elements.

3.3.2. The Limited Common Elements.

(a) The Limited Common Elements shall consist of the Marina Unit parking areas specified herein and/or designated as the Marina Parking Limited Common Elements on the Condominium Plat.

(b) The exclusive right to use the Marina Parking Limited Common Elements shall be, and is hereby, reserved and restricted exclusively to the Marina Unit Owner.

3.3.3. The General Common Elements. The General Common Elements shall consist of all of the Common Elements other than the Limited Common Elements, and shall include, without limitation, the bulkheads, all sidewalks and driveways, including the promenade walkway around the buildings containing the Units and on the Property to Boston Street, subject to the terms of the Promenade Agreement and the REA.

3.3.4. Ownership of the Common Elements. The Common Elements shall be owned by all of the Unit Owners, each of whom shall have that undivided percentage interest therein which is established pursuant to the provisions of Article IV hereof.

3.4. Presumption as to Existing Physical Boundaries of Units and Common Elements.

The existing physical boundaries of any Unit or Common Element which is constructed or reconstructed in such a way that such existing physical boundaries substantially conform to the boundaries shown on the Condominium Plat shall conclusively be presumed to be the boundaries of such Unit or Common Element, regardless of whether (a) there has occurred any shifting, settlement or lateral movement of the building or other portion of the Condominium within or upon which such Unit or Common Element is located, or (b) there exists any minor variation between the boundaries shown on the Condominium Plat and the existing physical boundaries.

3.5. Encroachment.

If any of the improvements included within the Common Elements encroach upon any Unit, or if any of the improvements included within a Unit encroach upon another Unit or the Common Elements, as a result of any construction, reconstruction, repair, shifting, settlement or movement of any building or other improvement forming part of the Condominium which occurs for any reason (including, by way of example rather than of limitation, the partial or total destruction thereof by fire or other casualty, or as a result of the condemnation or other taking thereof through the exercise or threatened exercise of a power of eminent domain) an easement for such encroachment and for the maintenance of the improvements so encroaching shall exist for so long as such improvements exist.

ARTICLE IV. PERCENTAGE INTERESTS.

4.1. General. Each Unit Owner, by virtue of his ownership of a Unit, shall own (a) an undivided percentage interest in the Common Elements (as they from time to time exist), and (b) a percentage interest in the Common Expenses and Common Profits, each of which shall be determined in accordance with the provisions of this Section.

4.2. Percentage Interests Before Expansion. So long as the Condominium has not been expanded pursuant to the provisions of Article IX,

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

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

4.3. Percentage Interests After Expansion. From and after any expansion of the Condominium pursuant to the provisions of Article IX, each Unit Owner's undivided percentage interest in the Common Elements, and each Unit Owner's percentage interest in the Common Expenses and Common Profits, thereby automatically no longer shall equal the said respective fractions set forth with respect to his Unit in Exhibit B, but shall thereby automatically be determined by the formula set forth in Exhibit B-1. Upon each, if any, further such expansion, each Unit Owner's said percentage interests shall in like fashion thereby in each instance automatically become and (until any further such expansion) thereafter remain equal to that fraction which is then determined through the use of such formula.

4.4. Characteristics of Percentage Interests. The percentage interests which are created by the foregoing provisions of this Section may not be separated from the respective Units to which they are appurtenant, shall have a permanent character, and shall not be changed unless and until:

4.4.1. each Unit Owner and each Mortgagee has consented thereto in writing (except where such change is made pursuant to the provisions of this Article IV and Article IX, or Section 11-107(d) or Section 11-115 of the Act), and

4.4.2. this Declaration has been amended to effect such change through the recordation of an appropriate amendatory instrument among the Land Records of Baltimore City.

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

ARTICLE V. THE BY-LAWS; THE COUNCIL OF UNIT OWNERS; VOTES; COUNCIL PROPERTY; ASSESSMENTS.

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

5.2. The Council of Unit Owners.

5.2.1. The affairs of the Condominium shall be governed by Council of Unit Owners of 2301 Boston Street Townhomes Condominium, an entity which is both a council of unit owners under the provisions of the Act and a nonstock corporation organized and existing under the law of Maryland.

5.2.2. The membership of the Council shall be comprised of and limited to all of the Unit Owners.

5.2.3. The Council shall have the rights, powers and duties which are vested in, exercisable by or imposed upon it by the provisions of this Declaration, the By-Laws, its articles of incorporation or applicable law.

5.3. Votes.

The Unit Owner for each Unit shall be entitled to cast one (1) Vote at meetings of the Council. The Votes which a Unit Owner is entitled to cast shall be appurtenant to, and may not be separated from, his Unit. Nothing in the foregoing provisions of this paragraph shall be deemed (i) to prohibit any Unit Owner from giving a proxy to cast such Votes to any person in accordance with the provisions and subject to the limitations of this Declaration and the By-Laws, or (ii) to alter or impair the operation and effect of any provision of this Declaration, the By-Laws or applicable law pursuant to which a Unit Owner's exercise of such right may be conditioned upon his having furnished to the Council any information which he is required to furnish under any such provision.

5.4. Council Property. Except for his ownership of a percentage interest in the Common Expenses and Common Profits pursuant to the provisions of this Declaration, no Unit Owner shall, by virtue of his status as such or as a member of the Council, have either (a) any right, title or interest in or to any of the Council's property or other assets, or (b) any right to possess, use or enjoy any such property or other assets, other than as is expressly conferred upon him by the provisions of the Act, this Declaration, the By-Laws or the Council.

5.5. Assessments. The Council may obtain funds for the payment of Common Expenses from time to time by levying assessments (each of which is hereinafter referred to as an "Assessment") against the Unit Owners and their respective Units in proportion to their respective percentage interests in the Common Expenses and Common Profits. If electricity is not directly metered to each Unit, the Council shall also be entitled to levy against all Unit owners, Assessments to cover all costs and expenses incurred in providing electrical service to the Units based on electric submeters or other devices measuring the actual consumption of electricity by each Unit. The foregoing shall all be upon the terms, for the purposes and subject to the conditions, which are set forth in the provisions of the Act, this Declaration and the By-Laws.

ARTICLE VI. CONTROL OF, AND RIGHTS IN,
COMMON ELEMENTS AND UNITS.

6.1. Conveyance or Dedication by Council of Easements
or Other Rights in the Common Elements.

6.1.1. The Council may grant to any person an easement, right-of-way, license, lease in excess of one (1) year, or similar interest in the Common Elements and thereafter amend or modify such grant, if and only if such grant is approved by the affirmative vote of Unit Owners holding in the aggregate at least sixty-six and two-thirds percent (66-2/3%) of the number of Votes held by all of the Unit Owners, and with the express written consent of the Mortgagees of those Units as to which the Unit Owners vote affirmatively.

6.1.2. Notwithstanding the foregoing, the Board of Directors may grant easements, rights-of-way, licenses, leases in the General Common Elements in excess of one (1) year or similar interests for the provision of utility services or communication systems for the exclusive benefit of Units within the Condominium, provided that such grant is first approved by the affirmative vote of a majority of the Directors and further provided that such grant is otherwise in compliance with all of the applicable requirements of Section 11-125(f) of the Act.

6.1.3. Each Unit Owner, purchaser, heir, assignee or other transferee of or to the legal or beneficial title to, or any other interest in, any Unit shall be conclusively presumed, by his acceptance thereof, irrevocably to have appointed the Council to be his attorney-in-fact, with full and irrevocable power and authority (which shall be deemed to be coupled with an interest and to survive his disability), in the name of and on behalf of the Condominium, the Council and/or such Unit Owner, purchaser, heir, assignee or other transferee, to take any of the following actions:

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

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

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

(d) grant to the Developer an easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvement of the types enumerated in the provisions of Section 6.2;

(e) execute, enseat, acknowledge, deliver and record on behalf of and in the name of the Condominium, the Council and/or such Unit Owner, purchaser, heir, personal representative, successor, assign or other transferee, any and all documents, the execution, enseat, acknowledgment, delivery or recordation of which in the name of and on behalf of the same is deemed appropriate by the Council in order to effectuate the provisions of this Section 6.1 or to exercise any of the rights and powers granted to the Council under this Section 6.1; and

(f) grant to the Developer, for the benefit of the Future Parcels or any one or more of them (whether or not they or each of them are then or thereafter part of the Condominium), an easement in, over and through the Common Elements for the construction, installation, use, operation, maintenance, repair and replacement of any improvement.

6.1.4. Any instrument executed by the Council pursuant to the aforesaid power of attorney shall contain a certification that such instrument, or the transactions contemplated thereby have been approved by Unit Owners having the requisite number of Votes to approve such instrument or transaction, if such instrument or transaction requires such approval.

6.1.5. The Developer or the Council may install gang mailboxes serving the buildings in the Condominium and designate a mailbox for use by each Unit Owner and provide only that Unit Owner with a key to the mailbox.

6.2. Easements Benefitting Units.

6.2.1. Each Unit shall have the benefit of a perpetual easement for the lateral and vertical support of the improvements included within such Unit, which easement shall burden the Common Elements and each other Unit.

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

(a) each main, duct, exhaust system, stack, raceway, wire, conduit, line, drain, pipe, sprinkler pipe, or other device located within the Common Elements or another Unit and used in providing any utility or service to the first such Unit;

(b) each driveway, sidewalk, corridor, stairway, pier, walkway, promenade or entranceway which from time to time is part of the General Common Elements for unrestricted ingress and egress to and from his Unit; and

6.2.3. Each Unit shall have the benefit of a non-exclusive easement for the use of the General Common Elements; provided that:

(a) such use is in accordance with applicable law and the provisions of this Declaration, the By-Laws, the Rules and Regulations, the REA and the Promenade Agreement, if applicable;

(b) no person other than the Council may construct, reconstruct, alter or maintain any structure or make or create any excavation or fill upon, or install or remove any tree, shrub or other vegetation from, or otherwise damage, the General Common Elements; and

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

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

6.3. Development and Other Easements.

6.3.1. The Developer shall have, and the Developer hereby reserves, irrevocable, non-exclusive easements in, over and through the Common Elements,

(a) for pedestrian and vehicular ingress and egress to and from each public roadway which at any time abuts the Condominium, from and to each Unit and the Future Parcels, even if not then a part of the Condominium, for access by (i) the Developer and its personal representatives, successors and assigns as owner of the Future Parcels or any one or more of them and of each respective Unit or other portion thereof, (ii) any contractor, subcontractor, real estate agent or broker utilized by the Developer, and (iii) their respective agents, officers, employees, and invitees, all for any purpose consistent with applicable law in connection with the construction, replacement, repair, maintenance, development or marketing of such respective Unit or Future Parcels (even if not then a part of the Condominium);

(b) for the construction, installation, maintenance, repair, replacement and use of any or all utility lines and facilities, to and from their respective points of connection with those respective public utility lines and facilities to which the same are to be connected, from and to each Unit or Future Parcel (even if not then a part of the Condominium) for the benefit of (i) the Developer and its personal representatives, successors and assigns as owner of the Future Parcels or any one or more of them or any Unit or other portion thereof, (ii)

each resident or other occupant of such Future Parcels, Unit or other portion, and (iii) their respective agents, employees, invitees, visitors and guests; and

(c) for the construction, installation, maintenance, repair and replacement of advertising signs, construction trailers and sales trailers and for the storage of construction materials anywhere on the Common Elements and for the use of any Unit owned by the Developer or any affiliate of the Developer as a model unit, sales office or management office, in connection with the sale, leasing, management, development and marketing of the Units in the Condominium or any Future Parcel.

6.3.2. The Developer shall have, and the Developer hereby reserves, easements in, over and through the Common Elements and the Units for the purpose of servicing and performing warranty work on the Units and the Common Elements, and for the purpose of performing fine grading, seeding, sodding and landscaping.

6.3.3. The burden of such easements shall terminate with respect to the Common Elements when and only when the benefit thereof has terminated with respect to all of the Parcels and Units pursuant to the provisions of subsection 6.3.4.

6.3.4. The benefit of the easements contained in subsections 6.3.1 and 6.3.2 shall terminate with respect to any Future Parcel not contained within the Condominium at the seventh (7th) anniversary of the date hereof, upon such anniversary; and (b) with respect to any Parcel contained within the Condominium at such anniversary, upon the latest to occur of (i) the completion of the construction of the improvements to be constructed by the Developer within such Parcel, (ii) three (3) years after the conveyance of record by the Developer (to a person who, by virtue of such conveyance, is the Unit Owner of such Unit and has not succeeded to the Developer's right, title and interest as the Developer under this Declaration), of the legal title to each Unit within such Parcel, and (iii) the expiration of all warranty obligations of the Developer with respect to all of the Units and Common Elements contained in such Parcel.

6.4. Rights and Responsibilities of Unit Owners and Council.

6.4.1. Rights and Responsibilities of Unit Owner with Respect to Maintenance, Repair and Replacement of Residential Units. Each Residential Unit Owner shall:

(a) maintain, repair and replace all portions of his Unit, except those portions of his Unit, if any, which, under the provisions of this Declaration, are to be maintained, repaired and replaced by the Council, and otherwise keep such Unit in a neat and clean condition;

(b) in accordance with all applicable laws and after obtaining all required permits, maintain, repair and replace (i) the heating and air conditioning system, hot water heater and smoke detector serving his Unit, (ii) all fixtures, equipment and appliances installed in his Unit, (iii) all chutes, flues, ducts, conduits, wires, pipes or other apparatus forming a part of his Unit, (iv) any security system serving his Unit, and (v) the sprinkler heads within his

Unit, but such maintenance, repair and replacement of the sprinkler heads shall be performed only by a contractor designated by the Council;

(c) wash, maintain, repair and replace the glazing, windows, screens, storm windows, and doors (including sliding glass doors) which are a part of his Unit, excluding the exterior finished surface of the entry door and doorframe to such Unit and the exterior finished surface of the window frames to such Unit;

(d) maintain, repair or replace at his own expense any portion of his Unit which may cause injury or damage to any other Unit or the Common Elements;

(e) maintain, repair and replace the exterior lights on such Unit as necessary to keep such exterior lights lit from dusk to dawn;

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

(g) prior to performing any repair work of any kind, the responsibility for which lies with the Council, furnish the Council with written notice of the same (provided that the Council's failure to take action on any such notice shall not be deemed a waiver by it of its said responsibility, a consent by it to the taking of such action, or an agreement by it to bear the expense of such work; and further provided, that the Unit Owner shall abide by any terms specified by the Council relating to the conduct of such work); and

(h) pay any expense which is duly incurred by the Council in making any repair or replacement of the Common Elements which results from the willful or negligent act or failure to act of such Unit Owner or of any tenant, Contract Purchaser, family member, invitee or other occupant or user of his Unit, to the extent that such expense is not covered under casualty insurance required to be carried by the Council.

6.4.2. Rights and Responsibilities of Unit Owner with Respect to Maintenance, Repair and Replacement of the Marina Unit. The Marina Unit Owner shall:

(a) maintain, repair and replace all portions of his Unit, including, without limitation, the piers, docks and slips, and otherwise keep the Marina Unit in a neat and clean condition;

(b) in accordance with all applicable laws and after obtaining all required permits, maintain, repair and replace (i) all fixtures, equipment and appliances installed in his Unit, and (ii) all ducts, conduits, wires, pipes or other apparatus forming a part of his Unit;

(c) pick up all trash and/or debris in the Marina Parking Limited Common Elements on a daily basis;

(d) maintain, repair or replace at his own expense any portion of his Unit which may cause injury or damage to any other Unit or the Common Elements;

(e) maintain, repair and replace the exterior lights on such Unit as necessary to keep such exterior lights lit from dusk to dawn;

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

(g) prior to performing any repair work of any kind, the responsibility for which lies with the Council, furnish the Council with written notice of the same (provided that the Council's failure to take action on any such notice shall not be deemed a waiver by it of its said responsibility, a consent by it to the taking of such action, or an agreement by it to bear the expense of such work; and further provided, that the Unit Owner shall abide by any terms specified by the Council relating to the conduct of such work); and

(h) pay any expense which is duly incurred by the Council in making any repair or replacement of the Common Elements which results from the willful or negligent act or failure to act of such Unit Owner or of any tenant, Contract Purchaser, family member, invitee or other occupant or user of his Unit, to the extent that such expense is not covered under casualty insurance required to be carried by the Council.

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

(a) Except as provided in subsection 6.4.1 or 6.4.2, the Council shall maintain, repair and replace all General Common Elements, the cost of which shall be Common Expenses, and the Marina Parking Limited Common Elements, the cost of which shall be paid entirely by the Unit Owner of the Marina Unit.

(b) The Council shall paint and maintain the exterior surfaces of all exterior doors, door frames and window frames on the buildings, except that the replacement and cleaning of all glass, screens and glazing therein shall be the responsibility of the Unit Owner. The Council shall also be responsible for: (i) the painting, repair and replacement of the garage doors and the brick and other exterior surfaces of the buildings; (ii) the repair and replacement, including sweeping and snow and ice removal, of all exterior sidewalks, stoops, steps and driveways; (iii) the maintenance, repair and replacement of the roof of the buildings; (iv) the maintenance, repair and replacement of all gutters and downspouts; (v) performing all of the obligations of the owner(s) of the Condominium under the REA and the Promenade Agreement; (vi) mowing all lawns in the General Common Elements and pruning, trimming and maintaining all trees and shrubs in the General Common Elements; and (vii) the maintenance, repair and replacement of all of the bulkheads.

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

6.5.1. borrow money to improve the Common Elements in accordance with the provisions of this Declaration; and

6.5.2. adopt reasonable Rules and Regulations as it deems appropriate with respect to the use of the Common Elements, including the Limited Common Elements, by Unit Owners, their family members, invitees and guests or any other person, in accordance with the provisions of the By-Laws and the Act.

6.6. Right of Entry.

6.6.1. The Council, acting through the Board of Directors, its officers, or any management company for the Condominium, and their duly authorized representatives and employees, may enter any Unit or Limited Common Elements whenever such entry is reasonably necessary in order (a) to install, inspect, maintain, repair or replace any of the Common Elements to which access can reasonably be obtained only through such entry, or (b) to maintain, repair or replace any portion of such Unit or Limited Common Elements if such maintenance, repair or replacement is the responsibility of the Council or is necessary to prevent injury or damage to any other Unit or to the Common Elements.

6.6.2. Such right of entry shall be exercised only (a) during the hours of 8:00 A.M. to 8:00 P.M., and (b) after the Board of Directors, any such officer or such manager, as the case may be, has made a reasonable effort to give to the Unit Owner of such Unit at least twenty-four (24) hours written or telephone notice of the intention to exercise such right, and (c) such Unit Owner or his authorized representative shall have the right to be present; provided, that such conditions need be satisfied only to the extent that such satisfaction is reasonably possible without so jeopardizing the Condominium or such occupants. Notwithstanding the foregoing, notice need not be given to the Unit Owner prior to the Council performing exterior maintenance, repair and replacement under Section 6.4.

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

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

(b) the maintenance by or on behalf of the Developer or any affiliate of the Developer within the Common Elements or any Unit of which it is then the Unit Owner of one

or more signs advertising the Condominium or the sale or rental of Units in the Condominium or the sale or rental of dwelling units therein.

6.8. Management of Condominium.

6.8.1. The Council may enter into an agreement with a professional management company to provide management services to the Council for the Condominium. Such agreement:

(a) shall expressly provide that the Council may, without the consent of any other party thereto and without payment of any termination fee or penalty, terminate such agreement (i) for cause at any time provided that it has given to each other party thereto written notice of its intention to do so by not later than thirty (30) days before the effective date of such termination, and (ii) without cause at any time provided that it has given to each other party thereto written notice of its intention to do so by not later than ninety (90) days before the effective date of such termination;

(b) shall be for a term of not more than one (1) year; and

(c) if provision is made therein for a renewal of such agreement from time to time by agreement of the parties thereto, shall provide that no such renewal provision and no such renewal or combination of renewals made pursuant thereto shall be effective to bind the Council to such agreement for longer than one (1) year from the date of such renewal or combination of renewals.

6.8.2. Anything contained in the foregoing provisions of this subsection to the contrary notwithstanding, the Council shall not effectuate any decision by it both (a) to terminate any such management agreement, and (b) thereafter to assume or undertake the management of the Condominium without utilizing or employing professional management services with respect to the same, without obtaining the prior approval of Eligible Mortgagees who represent at least fifty-one percent (51%) of the Votes of Units that are subject to Mortgages held by Eligible Mortgagees.

6.9. Proceeds of Insurance.

6.9.1. Receipt and Distribution of Proceeds by Council. The Council shall:

(a) receive any proceeds which are payable under any policy of casualty or physical damage insurance held by it, and shall hold and distribute the same in trust for the purposes set forth in this Section, for the benefit of the Unit Owners, their respective Mortgagees, the Council and any other insured thereunder; and

(b) not make any distribution of any such proceeds directly to a Unit Owner where a mortgagee endorsement is noted on the certificate of insurance

covering his Unit, but shall make any such distribution only to such Unit Owner and his Mortgagee jointly.

6.9.2. Adjustment of Losses. The Council is hereby exclusively designated to adjust all losses which are payable under policies of insurance purchased by the Council and to represent the Unit Owners in any proceedings, settlements or agreements in connection therewith. Each Unit Owner hereby appoints the Council as his attorney-in-fact for all such purposes.

6.9.3. Repair or Reconstruction Following a Casualty.

(a) Except as may be otherwise provided by the Act, or this Declaration, if any of the improvements which are insured by the Council are damaged or destroyed, they shall be fully and promptly repaired and restored by the Council using any proceeds of insurance which are payable on account of the same and are held by the Council, and the Unit Owners shall be liable to the Council for the amount by which the cost thereof exceeds the amount of such proceeds, in proportion to their respective undivided percentage interests in the Common Elements.

(b) The Council (subject to the operation and effect of the provisions of Section 6.10) shall be responsible for restoring such improvements to and only to substantially the same condition as they were in immediately prior to the occurrence of any damage to, or the destruction of, the same. If, as a result of such repair or reconstruction, any change is made in the location of the improvements within any Unit or the Common Elements, the Council shall record among the Land Records of Baltimore City an amendment to the Condominium Plat which relocates the boundaries of such Unit or the Common Elements so as to conform to the location of such improvements as so changed, and shall hold a power of attorney from each Unit Owner and Mortgagee for such purpose.

6.9.4. Estimate of Cost of Repair. Immediately after the occurrence of any damage to, or the destruction of, any or all of the Condominium which the Council is required to repair, the Board of Directors shall obtain a reliable and detailed estimate of the cost thereof (including, by way of example rather than of limitation, the cost of any professional service or bond which the Board of Directors desires to obtain in connection with such repair).

6.9.5. Construction Fund. Any proceeds of insurance received by the Council as a result of any damage to, or the destruction of, the Condominium, and any other sums received by the Council from any Unit Owner as a result thereof, shall constitute a construction fund which shall be disbursed by the Council in payment of the costs of the reconstruction and repair thereof. If any amount remains in such construction fund after the reconstruction or repair of such casualty damage has been fully completed and all of the costs thereof have been paid, such portion shall be distributed to the Unit Owners and their Mortgagees, as their respective interests may appear.

6.10. Substantial or Total Destruction.

6.10.1. Grounds for Not Reconstructing. Any portion of the Condominium which is damaged or destroyed shall be repaired and reconstructed unless (a) the Condominium is terminated pursuant to the provisions of the Act and this Declaration, (b) the reconstruction and repair of such portion would be illegal under any applicable Maryland or local health or safety statute or ordinance, or (c) at least eighty percent (80%) of the Unit Owners (including every Unit Owner of a Unit which would not be reconstructed) vote not to reconstruct such portion at a special meeting of the Council held pursuant to the provisions of the By-Laws.

6.10.2. Distribution of Proceeds. If pursuant to the provisions of subsection 6.10.1 such damage or destruction is not to be repaired or reconstructed, subject to the provisions of Section 10.6 hereof, the net proceeds of any insurance which are payable to the Council as a result of such damage or destruction shall be held in one fund, which shall be used or distributed by the Council as follows:

(a) the net proceeds attributable to damaged Common Elements shall be used to restore such damaged Common Elements to a condition compatible with the remainder of the Condominium;

(b) the net proceeds attributable to Units and Limited Common Elements which are not to be rebuilt shall be distributed to the Unit Owners of such Units in accordance with the provisions of the Act; and

(c) the remainder of such net proceeds shall be distributed to all of the Unit Owners in proportion to their respective undivided percentage interests in the Common Elements.

6.11. Conflicts. Except to the extent otherwise required by the Act, the provisions of subsections 6.9 and 6.10 shall govern in lieu of any provisions of the Act concerning restoration and repair and the use of insurance proceeds.

ARTICLE VII. ARCHITECTURAL CONTROL.

7.1 Architectural Committee.

7.1.1. The Council shall from time to time designate three or more individuals to constitute a committee to be known as "the Architectural Committee", which shall have the powers and duties conferred upon it by the provisions of this Article. The Developer hereby retains the exclusive right to appoint and remove all members of the Architectural Committee until the earlier to occur of such time as all Future Parcels have been added to the Condominium or the occurrence of the first Annual Membership Meeting.

7.1.2. The affirmative vote of a majority of the membership of the Architectural Committee shall be required for it to (a) recommend to the Council the adoption

or promulgation of any of the Rules and Regulations which are hereinafter in this Article referred to; (b) make any finding, determination, ruling or order; or (c) issue any permit, authorization or approval pursuant to the provisions of this Article.

7.2. Architectural Control.

7.2.1. No Unit Owner shall (a) make any structural modification, alteration or addition within his Unit or the Limited Common Elements appurtenant to his Unit nor any modification or alteration of the exterior windows, doors or railings of his Unit, or contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the Common Elements (including, by way of example rather than of limitation, any of the Common Elements which lie within the space included within any Unit), or repair, alter, replace, paint, decorate or change any portion of the exterior of his Unit (including, without limitation, any exterior light fixtures), or (b) make any modification to or perform any installation, replacement, removal or alteration of or to any landscaping in the Condominium; or (c) take any action which (i) tends to impair the structural integrity, soundness or safety of any part of the Condominium; (ii) impairs the existence of, or the ability to enjoy, any easement, right or hereditament appurtenant to any Unit or the Common Elements; or (iii) adversely affects the Common Elements or the ability to use and enjoy the same, unless prior thereto plans and specifications therefor, and a description of any such use (herein referred to collectively as "Plans"), have been submitted to and approved in writing by the Architectural Committee. Notwithstanding the foregoing, a Unit Owner, without the approval of the Architectural Committee, may install window boxes on the exterior of the windows of his Unit, and flowers and/or plants in planters on the porches and decks within his Unit, but may not plant any flowers, plants, trees or shrubs in the ground which forms a portion of his Unit.

7.2.2. Such Plans shall (a) designate each Unit for which such Plans are submitted; (b) include a plan of each such Unit showing the nature, exterior color scheme, kind, shape, height, materials and location of all Structures then existing or proposed by such Plans to be placed on the exterior of the Unit; and (c) be in such form and contain such other information as are required by the Architectural Committee.

7.2.3. Notwithstanding the foregoing, only docks, piers and slips, and no structures of any other kind, are permitted on the Marina Unit. The Marina Unit Owner shall not be required to obtain the approval of the Architectural Committee for the construction of any piers, docks and/or slips within the Marina Unit.

7.3. Certain Rules and Regulations, and Statements of Policy.

7.3.1. The Architectural Committee may propose to the Board of Directors, and the Board of Directors may cause the Council to adopt, (a) certain Rules and Regulations governing the form and content of any Plans to be submitted to the Architectural Committee for its consideration, and (b) statements of policy with respect to its approval or disapproval of the architectural styles or details, or other matters, reflected in such Plans.

7.3.2. Such Rules and Regulations may be amended or revoked by the Board of Directors at any time in the same manner as the Rules and Regulations may be amended or revoked generally, and any such statement of policy may be amended or revoked by the Architectural Committee at any time.

7.3.3. The inclusion or omission of any matter in or from, or the amendment of, any of such Rules and Regulations or statement of policy shall not be deemed to bind the Architectural Committee to approve or disapprove any Plans or to constitute a waiver of the exercise of the Architectural Committee's discretion as to any such matter; provided, that no such amendment or revocation shall affect the finality of any such approval granted before such amendment or revocation.

7.4. Basis for Disapproval; Conditions of Approval.

7.4.1. The Architectural Committee may disapprove any Plans submitted to it whenever, in its opinion, any of the following circumstances exist:

(a) such Plans, or any Structure covered by such Plans, are not in accordance with the provisions of this Declaration, or of the said Rules and Regulations and statements of policy;

(b) such Plans do not contain information which the Architectural Committee may reasonably require to be contained therein;

(c) any Structure covered by such Plans is incompatible with any Structure on or use of any Unit, due to the former's exterior design, height, bulk, shape, color scheme, finish, style of architecture, configuration, appearance, materials, or location; or

(d) any other set of circumstances which, in the reasonable judgment of the Architectural Committee, would render any Structure or use, which is the subject of such Plans, inharmonious with the general plan of development of the Condominium.

7.4.2. (a) If the Architectural Committee disapproves any Plans or approves them only upon the satisfaction of any specified condition requiring the modification of such Plans or the taking of any other action, it shall immediately notify the applicant thereof in writing, and shall provide a statement of the grounds on which it was based.

(b) If the Architectural Committee approves any Plans without conditioning such approval on the satisfaction of any such condition, it shall immediately notify the applicant in writing.

7.5. Effect of Approval. The Architectural Committee's approval of Plans for any Unit for which such Plans are submitted to it shall not constitute a waiver of its right, in its sole discretion, to disapprove such Plans or any of the features or elements included therein if such Plans are subsequently submitted to it for any other Unit.

7.6. Inspection of Units. Any agent of the Council may at any reasonable time (but only after having given written notice of the same to the Unit Owner thereof by not later than five (5) days prior thereto) enter upon and inspect any Unit or Limited Common Elements to ascertain whether the maintenance, construction or alteration of such Unit and any use thereof, are in accordance with the provisions hereof, and neither the Council nor such agent shall be deemed to have committed any trespass or other wrongful act by reason of such entry or inspection.

7.7. Removal.

7.7.1. If any action is taken by a Unit Owner in violation of the provisions of subsection 7.2.1, such action shall be deemed to be a violation of the provisions of this Article and, promptly after the Council gives written notice thereof to the Unit Owner, such violation shall be corrected by the Unit Owner by any means necessary as determined by the Council, including but not limited to removal or restoration of the cause of such violation, and such use shall cease, so as to terminate such violation.

7.7.2 If within thirty (30) days after having been given such notice, such Unit Owner has not terminated such violation, any agent of the Council may enter upon such Unit and take such steps as reasonably necessary to terminate such violation; provided, however, that the Council may not alter or demolish any item of construction without first instituting judicial proceedings. Such Unit Owner shall be personally liable to the Council for the cost thereof, to the same extent as he is liable for an Assessment levied against such Unit, and, upon the failure of the Owner to pay such cost within ten (10) days after such Unit Owner's receipt of written demand therefor from the Council, the Council may establish a lien therefor upon such Unit in accordance with and subject to the provisions of this Declaration applicable to an Assessment.

7.8. Developer's Plans. Nothing in the foregoing provisions of this Article shall be deemed in any way to require that the Developer submit to the Architectural Committee, or obtain its approval of, Plans for any Structure, use or any other matter before the initial conveyance of record of the title to such Unit to a person other than the Developer.

ARTICLE VIII. USE RESTRICTIONS

8.1. Residential Use. (a) Except as expressly permitted elsewhere in this Section 8.1, each Residential Unit shall be devoted exclusively to private residential use. Except as expressly permitted elsewhere in this Section 8.1, no industry, business, trade or profession of any kind, whether or not for profit, shall be conducted, maintained or permitted on any part of the Condominium without the prior written consent of the Board of Directors. No part of any Unit or Common Element of the Condominium may be used as rental for transient, hotel or motel purposes.

(b) Anything in paragraph (a) of this Section or elsewhere in this Declaration to the contrary notwithstanding, no Unit may be used as a family day care home or no-impact home-based business (as such terms are defined in Section 11-111.1 of the Maryland

Real Property Code) but the prohibition set forth in this paragraph (b) may be eliminated from this Declaration by an amendment made pursuant to subsection 11.3.3(d).

(c) Anything in paragraphs (a) or (b) of this Section or elsewhere in this Declaration to the contrary notwithstanding, not more than one-third of the floor area of a Unit may be used for office purposes, by one or more members of one or more recognized professions (including but not limited to a doctor, dentist, lawyer, engineer, realtor or accountant), (1) while each such professional is an occupant of such Unit as his or her principal residence, (2) if not more than one non-professional employee works in such Unit in connection with such professional's business or practice, and (3) if such use does not, in the Board of Director's judgment, generate excessive customer or client traffic to and from such Unit. The foregoing limitations set forth in this paragraph (c) may be amended by an amendment made pursuant to subsection 11.3.3(d).

8.2. Marina Use. The Marina Unit shall be used solely as a boating marina, and for no other purpose whatsoever.

8.3. Signs. No sign of any kind shall be displayed to the public view on any Residential Unit, or on the General Common Elements except (a) signs used by the Developer to advertise the Condominium during the construction and sales period, (b) signs erected or owned by or on behalf of the Council on the General Common Elements which identify the Condominium, or (c) candidate signs on the Unit Owner's Unit, as specifically permitted under Section 11-111.2(b) and as limited by Section 111-11.2(c) of the Maryland Real Property Code.

8.4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit or on any Limited Common Element or General Common Element, except that this shall not prohibit the keeping within each Residential Unit of two (2) dogs or two (2) cats (or one of each) and up to three (3) caged birds as domestic pets, provided that they are not kept, bred or maintained for commercial purposes, and provided further that the keeping of such dogs, cats and/or caged birds will not constitute such type of noxious or offensive activity as covered in Section 8.8 hereof. All dogs must be kept inside their respective Owner's Unit and may be walked on the Promenade or within the General Common Elements only on a leash.

8.5. Garbage, Motor Vehicle Repairs. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and every Unit shall be maintained in a clean and sanitary condition. No containers or equipment for the storage or disposal of rubbish, trash, garbage and other waste shall be kept outside of the Unit. No repairs, oil changes or disassembly of motor vehicles shall be made on any Unit or the Common Elements nor shall the parking area comprising a portion of any Unit be used for the storage of inoperable or abandoned motor vehicles.

8.6. Repair of Structures. Each Unit Owner shall at all times keep his Unit in good condition and repair.

8.7. Antennas. No outside television aerial, satellite dish or radio antennas, or antenna for either reception or transmission shall be erected, installed or maintained on a Unit, the Limited Common Elements or the General Common Elements. Notwithstanding the foregoing to the extent that applicable federal, state or local laws or regulations may invalidate or render unenforceable, in whole or in part, the foregoing restriction, then, to the extent permitted by such federal, state or local laws or regulations, the Board of Directors may adopt Rules and Regulations limiting the location or appearance of the aerial, dish or antennae or requiring the approval thereof by the Board of Directors. To the extent permitted by the federal, state or local laws or regulations, the Rules and Regulations adopted by the Architectural Committee shall be designed to minimize the effect of the antennae, aerial or dish upon the appearance of the Condominium and to minimize any potential for damage to, or an increase in the costs of the maintenance, repair and replacement of any item for which the Council is responsible under Subsection 6.4.3.

8.8. Clotheslines. No drying or airing of any clothing or bedding shall be permitted outdoors on any Unit, Limited Common Element or General Common Element, nor shall any outdoor clothes-hanging devices such as lines, reels, poles or frames of any nature be erected, installed or maintained on any Unit, Limited Common Element or General Common Element.

8.9. Offensive Activities. No noxious or offensive activities shall be carried on in any Unit or upon any Limited Common Element or General Common Element, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No machinery shall be placed or operated within any Unit or the Limited Common Elements appurtenant to such Unit, except for that customarily utilized in occupying a private residence.

8.10. Recreational, Commercial and Other Vehicles. The parking area comprising a portion of each Unit shall be used solely for the purpose of parking automobiles and pick-up trucks for personal use. No buses, trucks or commercial vehicles, excluding pick-up trucks for personal use of a Unit Owner, trailers, boats or recreational vehicles, shall be parked within the Condominium, other than boats in the Marina Unit. No boats may gain access to the Marina Unit through the Condominium or the promenade. The provisions of this Section 8.10 shall not apply to vehicles used in connection with the construction, sales or management activities of the Developer.

8.11. Parking of Motor Vehicles. No motor vehicles shall be parked in the General Common Elements.

8.12. Sprinklers. No Unit Owner shall make any changes in, nor perform any work with respect to, the sprinkler heads and sprinkler pipes serving his Unit, unless such changes or work are performed by a contractor designated by the Council.

8.13. Sale or Leasing.

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

8.13.2. No Unit Owner may lease his Condominium Unit for transient or hotel purposes. All leases shall be in writing. Any lease shall be subject in all respects to the provisions of the Declaration, the By-Laws and the Rules and Regulations and any failure by the tenant to comply with the terms of such instruments shall be a default under his lease, and any lease shall so provide. In the event of the non-compliance by any tenant of a Unit with the terms of this Declaration, the By-Laws or the Rules and Regulations, the Council shall have the right, in addition to any other rights available to it, to require the Unit Owner of such Unit to terminate such lease because of such default and otherwise to treat such noncompliance as noncompliance by the Unit Owner.

8.13.3. Anything to the contrary contained in this Section 8.12 notwithstanding, the lease by the Developer of any Unit owned by the Developer or the lease by a Mortgagee in Possession of a Unit shall not be subject to the provisions of subsection 8.12.2 except that the occupancy of any Unit by any tenant of such person shall be subject to the other provisions of this Declaration, the By-Laws and the Rules and Regulations.

8.14. Right of Entry. The Council and the Developer shall each have the right to enter into or onto any Unit or onto any Common Element and cure any violation of the provisions of this Article, all provided that the Owner of such Unit is given ten (10) days' prior written notice of such action; provided, however, that the Council may not alter or demolish any item of construction without first instituting judicial proceedings. In such event, such Unit Owner shall pay to the Council the amount of any and all reasonable expenses incurred by the Council in taking such action within ten (10) days after such Owner's receipt of written demand therefor from the Council, and, upon the failure to pay such expenses, the Council may establish a lien therefor upon such Unit in accordance with and subject to the provisions of this Declaration applicable to an Assessment Lien.

8.15. Sales and Other Offices. Anything to the contrary contained in this Declaration notwithstanding, real estate sales, construction and management offices and builder's storage areas may be erected, maintained or operated in any Unit or on any portion of the Common Elements, provided that the prior written approval of the Developer is first obtained and further provided that such offices are used solely in connection with the initial development of the Condominium and the Future Parcels which, under the provisions hereof, may be added to the Condominium.

8.16. Additional Rules and Regulations. Each Unit Owner shall comply with all Rules and Regulations adopted or amended by the Board of Directors and/or Architectural Committee pursuant to this Declaration.

ARTICLE IX. EXPANSION OF CONDOMINIUM.

9.1. Reservation of Right to Expand. The Developer hereby reserves, for a period of seven (7) years after the date hereof, the right (which shall be exercisable at its sole discretion, but only in accordance with the provisions of this Article) to expand the Condominium by subjecting to the Condominium Regime, and thereby adding to the Condominium from time to time, one or more of those Future Parcels, situated and lying in Baltimore City, which are designated and delineated on the Condominium Plat as Future Parcels, together with all of the respective improvements thereon, and all of the respective rights, alleys, ways, waters, privileges, appurtenances, and advantages, to the same belonging or in anyway appertaining (each of which parcels, together with such improvements thereon and appurtenances thereto, hereinafter sometimes is referred to as a Future Parcel and in the plural, one or more of them sometimes is referred to hereinafter as "Future Parcels"). Such Future Parcels may be added to the condominium in such order as the Developer, in its sole and absolute discretion, from time to time determines.

9.2. Effectiveness of Expansion. Any such expansion shall be accomplished by, and shall be and become effective upon and only upon,

9.2.1. the amendment of this Declaration by the recordation among the Land Records of an appropriate amendatory instrument which expressly subjects the fee simple title to such Future Parcel to the operation and effect of this Declaration, and sets forth

(a) the number of Residential Units to be included by way of such expansion;

(b) the undivided percentage interest in the Common Elements and the percentage interest in the Common Expenses and Common Profits of each Unit Owner after such expansion, as determined in accordance with the provisions of Article IV;

(c) the number of Votes which each Unit Owner is entitled to cast at meetings of the Membership after such expansion, as determined in accordance with the provisions of Article V; and

(d) a legal description of the Future Parcel added to the Condominium by such expansion.

9.2.2. the amendment of the Condominium Plat by the recordation among the Land Records of an appropriate amendatory plat setting forth the detail and information as to the Future Parcel, the Units, and the Common Elements added to the Condominium by such expansion, the setting forth of which therein is required by applicable law to effectuate such expansion.

9.3. Documentation. Except to the extent that the form and contents of any such amendatory instrument or plat are dictated by the Declaration and/or by applicable law, they may be determined by the Developer in the exercise of its sole discretion, and the effectiveness of neither any such expansion nor the execution or recordation of any such instrument or plat shall be conditioned upon any person (other than the Developer) having consented thereto or joined therein (including, by way of example rather than of limitation, any Unit Owner). The Developer shall be entitled to execute and/or record any such instrument or plat and/or take any other action with respect thereto which, in the Developer's opinion, is necessary or desirable to effectuate the provisions of this Section.

9.4. Buildings and Common Elements in the Future Parcel. The boundaries of each of the Future Parcels and the outlines of those portions thereof which, if added to the Condominium, as aforesaid, will constitute buildings or be part of the Common Elements, are shown in general terms on the Condominium Plat, but may by such amendment be revised in any manner not inconsistent with the provisions of this Declaration and the Act.

9.5. Maximum Number of Units. The maximum number of Units which may be added to the Condominium as the result of any such expansion shall be fifty (50) Residential Units and one (1) Marina Unit, resulting in a total of sixty-six (66) Residential Units and one (1) Marina Unit in the Condominium when fully expanded.

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

9.6.1. the title to the Future Parcel thereby added to the Condominium shall be and thereafter remain subject to the operation and effect of the provisions of this Declaration, to the same extent as if it were part of the Condominium on the date hereof; and

9.6.2. each Mortgage in effect immediately before such expansion shall, automatically and without the necessity of any action by any party thereto, be deemed to encumber the undivided percentage interest in the Common Elements which is appurtenant to that Unit, the title to which is encumbered by such Mortgage, as and only as such undivided percentage interest and the Common Elements exist immediately after such expansion.

9.7. Substantial Completion. Anything contained in the provisions of this Article IX to the contrary notwithstanding, any improvement shown on the Condominium Plat, as the same may be amended pursuant to the provisions of this Declaration, shall be substantially complete before an expansion of the Condominium adding the Future Parcel in which such improvement is located. All such improvements shall be consistent in structure type and quality of construction with any comparable improvements in the Condominium.

ARTICLE X. RIGHTS OF MORTGAGEES

10.1. General.

10.1.1. Regardless of whether a Mortgagee in Possession of a Unit is the Unit Owner thereof, (a) it shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Condominium Plat, the By-Laws and applicable law which would otherwise be held by such Unit Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, unless such rights are exercisable only by a Unit Owner pursuant to applicable law, and (b) the Council and any other Unit Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Unit Owner thereof.

10.1.2. Any Mortgagee in Possession of a Unit shall (subject to the operation and effect of the provisions of this Declaration, the By-Laws or applicable law) bear all of the obligations under the provisions thereof which are borne by the Unit Owner thereof; provided, that nothing in the foregoing provisions of this subsection 10.1.2 shall be deemed in any way to relieve any Unit Owner of any such obligation, or of any liability to such Mortgagee in Possession on account of any failure by such Unit Owner to satisfy any of the same.

10.2. Rights of First Refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Council.

10.3. Priority over Assessment. Any claim or lien for any Assessment levied against a Unit shall be subordinate to the lien of any Mortgage covering the Unit.

10.4. Actions Conditioned on Mortgagee's Approval.

10.4.1. Unless at least two-thirds (2/3rds) of the first Mortgagees (based upon one vote for each first Mortgage owned) have given their prior written approval thereof, the Council shall not by act or omission

(a) except pursuant to the provisions of Sections 11-107(d) and 11-115 of the Act, partition or subdivide, or seek to partition or subdivide, any Unit;

(b) seek to abandon, partition, subdivide, encumber, sell, mortgage or transfer any of the Common Elements (provided, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements, or pursuant to other provisions of this Declaration, shall not be deemed to be prohibited by the foregoing provisions of this subsection); or

(c) except pursuant to the provisions of Sections 11-107(d) and 11-115 of the Act, or pursuant to Article IX hereof, change the undivided percentage interests in the Common Elements or the percentage interests in the Common Expenses and Common Profits of a Unit; or

(d) use any proceeds derived from hazard insurance and paid to the Council on account of any damage to or destruction of any of the improvements within any

Unit or the Common Elements, for other than the repair, replacement or reconstruction of such improvements, except to the extent and in the manner provided by the Act in the event that:

(i) the Condominium is terminated pursuant to Section 11.3 hereof;

(ii) repair or replacement would be illegal under any state or local health or safety statute; or

(iii) eighty percent (80%) of the Unit Owners, including every Unit Owner of a Unit which would not be rebuilt and every Unit Owner to whom the use of a Limited Common Element which would not be rebuilt is assigned, vote not to rebuild.

10.5. Right to Inspect and to Receive Notice.

10.5.1. Right to Inspect. A Mortgagee shall, upon written request of the Council, be entitled to inspect the Council's books and records during normal business hours;

10.5.2. Right to Notice. A Mortgagee, upon written request of the Council (which request must state the name and address of the Mortgagee and the Unit number of the Unit which its Mortgage encumbers) shall be entitled to be given timely written notice by the Council;

(a) any proposed action of the Council which, under the provisions of subsections 6.8.2, 11.3.2 or 11.3.4 requires the consent of a specified percentage of Eligible Mortgagees;

(b) any proposed termination of the Condominium Regime;

(c) any condemnation or eminent domain proceeding or casualty loss affecting either a material portion of the Condominium or the Unit securing its Mortgage;

(d) any default in the performance by the Unit Owner of the Unit on which such Mortgagee holds a Mortgage of any obligations under the Declaration, By-Laws or Rules and Regulations which is not cured within sixty (60) days; and

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

10.6. Rights in Event of Damage or Destruction.

10.6.1. If any part or all of a Unit is damaged substantially, destroyed or made the subject of any condemnation or eminent domain proceeding, or the acquisition thereof is otherwise sought by any condemning authority, each Unit Owner and each Mortgagee shall have such rights in connection therewith as are set forth in the provisions of the Act and this Declaration (including, by way of example rather than of limitation, those of such provisions which govern the disposition or distribution of the proceeds thereof, any resulting reallocation of the respective undivided percentage interests in the Common Elements, percentage interests in the Common Expenses and Common Profits and the Votes which are appurtenant to the Units, and any restoration or repair of the Condominium necessitated thereby).

10.6.2. Nothing in the provisions of this Declaration, the By-Laws or the Condominium Plat shall entitle the Unit Owner of a Unit or any other party to priority over any Mortgagee of such Unit in the distribution with respect to such Unit of the proceeds of (a) any insurance as a result of any such damage or destruction, or (b) any award or settlement made as a result of any such condemnation, eminent domain proceeding or acquisition.

ARTICLE XI. GENERAL.

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

11.2. Assignment.

11.2.1. The Developer shall be entitled at any time to assign to any person or persons any or all of its right, title and interest hereunder (including, by way of example rather than of limitation, the Developer's rights (and any proxy) under, or held pursuant to, the provisions of Articles VI and IX) by an instrument which makes specific reference to this subsection, and is executed and delivered by the Developer and recorded among the Land Records of Baltimore City.

11.2.2. The Developer from time to time hereafter may permit any right which it holds under the provisions of this Declaration to be exercised on its behalf by any of its officers, directors, employees or agents.

11.3. Amendment and Termination.

11.3.1. Except as provided in subsections 11.3.2, 11.3.3 and 11.3.4 and in Article IX, this Declaration and the Condominium Plat may be amended with and only with the prior, express written consent thereto of eighty percent (80%) of the Unit Owners, acting in accordance with the provisions of the Act.

11.3.2. Notwithstanding the provisions of subsection 11.3.1, this Declaration and the Condominium Plat may be amended with and only with the prior express, written consent thereto of each Unit Owner and each Mortgagee acting in accordance with the provisions of the Act if:

(a) such amendment would effect a change in (i) the boundaries of any Unit, (ii) the individual percentage interest in the Common Elements or the percentage interest in the Common Expenses and Common Profits which is appurtenant to any Unit, or (iii) the number of Votes held by the Unit Owner of any Unit;

(b) such amendment would permit any Residential Unit to be used for other than a residential use;

(c) such amendment would modify in any way rights expressly reserved for the benefit of the Developer (including, without limitation, the provisions of Section 6.3, Section 6.7, Section 7.8, Section 8.2, Section 8.9, Section 8.14, Article IX, Section 11.2 and this paragraph 11.3.2(c)) or provisions required by any governmental authority (including, without limitation, the provisions of Article X and Section 11.3.4) or provisions for the benefit of any public utility, any such amendment also requiring the express prior written consent of the Developer, regardless of whether the Developer is then a Unit Owner;

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

(e) such amendment would modify this subsection 11.3.2.

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

(a) for purposes of the provisions of subsection 11.3.1, an amendment of the By-Laws in accordance with the provisions thereof shall not be deemed an amendment of this Declaration;

(b) the By-Laws may be amended by and only by the affirmative vote of Unit Owners having at least sixty-six and two-thirds percent (66 2/3 %) of the total number of Votes then held by all of the Unit Owners;

(c) nothing in the foregoing provisions of subsections 11.3.1 and 11.3.2 shall be deemed in any way to require the consent of each Unit Owner and each Mortgagee to any amendment of this Declaration made pursuant to the provisions of Section 11-107(d) or Section 11-115 of the Act, so long as such amendment is made in accordance with such provisions of the Act; and

(d) anything contained in the provisions of this Declaration to the contrary notwithstanding, the provisions of Section 8.1(b) and (c) may be amended by the majority vote of the Unit Owners at a meeting of the Council.

11.3.4 Anything contained in any of the provisions of this Declaration notwithstanding, this Declaration and the Condominium Plat may be amended with and only with the approval of Eligible Mortgagees who represent at least fifty-one percent (51%) of the Votes of Units that are subject to Mortgages held by Eligible Mortgagees if the amendment would effect a change in:

- (a) Voting rights;
- (b) Assessments, increases in Assessments that raise the previously assessed amount by more than 25%, assessment liens, and/or the priority of assessment liens;
- (c) reserves for maintenance, repair and replacement of the Common Elements;
- (d) responsibility for maintenance and/or repairs;
- (e) reallocation of the individual percentage interests in the Common Elements or the rights to use Limited Common Elements and General Common Elements;
- (f) redefinition of the boundaries of Units other than as referred to in subsection 11.3.2(a);
- (g) conversion of Units into Common Elements or vice versa;
- (h) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, other than in accordance with Article IX;
- (i) insurance or fidelity insurance requirements;
- (j) leasing of Units or imposition of any restrictions on the leasing of Units;
- (k) the imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- (l) any provision requiring the restoration or repair of the Condominium after a casualty or condemnation; and

(m) any provisions that expressly benefit Mortgagees.

11.3.5. Any amendment to this Declaration shall become effective upon and only upon the recordation of an appropriate amendatory instrument or plat among the Land Records of Baltimore City.

11.3.6. Except as is otherwise provided in this Declaration, the Condominium regime may be terminated with and only with (a) the prior express written consent thereto of eighty percent (80%) of the Unit Owners acting in accordance with the provisions of the Act, (b) the approval of Eligible Mortgagees who represent at least fifty-one percent (51%) of the Votes of Units that are subject to Mortgages held by Eligible Mortgagees, if such termination is upon substantial destruction of the Condominium or the condemnation thereof, and (c) the approval of Eligible Mortgagees who represent at least sixty-seven percent (67%) of the Votes of Units that are subject to Mortgages held by Eligible Mortgagees, if such termination is for other reasons. Any termination of the Condominium shall be accomplished, and all proceeds from any subsequent sale of the Condominium shall be distributed, in accordance with the provisions of the Act.

11.3.7. An Eligible Mortgagee shall be deemed to have approved any action referred to in subsections 11.3.4, 11.3.6 or 6.8.2 if the Eligible Mortgagee fails to submit a response to any written proposal with respect to the foregoing within thirty (30) days after such Eligible Mortgagee receives notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

11.4. Waiver. Neither the Developer nor the Council shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing. Without limiting the generality of the foregoing, no delay or omission by the Developer or the Council in exercising any such right shall be deemed to be a waiver of the exercise thereof. No such waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise thereof, or with respect to any other such right.

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

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

11.7. Severability. No determination by any court, governmental or administrative body or otherwise that any provision of this Declaration, the By-Laws, the Condominium Plat or any amendment thereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof, or (b) such provision in any instance which is

not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by law, and shall be construed wherever possible as being consistent with applicable law.

11.8. Construction. All references made herein in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

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

11.10. Exhibits. Each writing or plat which is referred to herein as being attached hereto as an exhibit or is otherwise designated herein as an exhibit hereto is hereby made a part hereof.

11.11. General Plan of Development.

11.11.1. The provisions of this Declaration, the By-Laws and the Condominium Plat shall conclusively be deemed to be part of a general plan or scheme of development and use for the Condominium and, as such, to be covenants running with, binding upon, benefitting and burdening the respective titles to each Unit and the Common Elements, but shall not bind upon any Future Parcels unless and until such Future Parcels are added to the Condominium pursuant to Article IX.

11.11.2. Subject to the provisions of the Act, if any Unit Owner, lessee or family member of a Unit Owner or other person fails to comply with any of the provisions of this Declaration, the By-Laws or the Condominium Plat, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief or both, in the Council and each Unit Owner (including the Developer if it is a Unit Owner), and, if the Council fails to comply with any of the provisions of this Declaration, the By-Laws or the Condominium Plat, such failure shall give rise to a cause of action for the recovery of damages, injunctive relief or both in each Unit Owner (including the Developer if it is a Unit Owner).

11.11.3. Both the Developer, by delivering to any person a deed conveying to him the title to a Unit, and such person, by accepting such delivery, shall be deemed thereby to have agreed with each other, the Council and each other Unit Owner, to be bound by the provisions of this Declaration, the By-Laws and the Condominium Plat.

11.12. Liability of Unit Owners. The liability of each person who, together with one or more other persons, is a Unit Owner or a lessee for the adherence to the terms and the satisfaction of the conditions hereof and of the By-Laws shall be joint and several.

11.13. Notices.

11.13.1. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder to the Developer, the Council, a Unit Owner or any other person shall be in writing, and shall be provided by first-class mail, postage prepaid, or by hand delivery.

11.13.2. Anything contained in the provisions of this Declaration to the contrary notwithstanding, unless a Unit Owner has notified the Council of its status as such and furnished the Council with its Notice Address in accordance with the provisions of the By-Laws, such person shall have no right under the provisions thereof or of this Declaration (a) to be given any notice, demand, consent, approval, request or other communication or document by the Council, (b) to participate in the consideration of or cast any vote on any question voted upon by the Council, or (c) otherwise to be recognized as such by the Council.

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

11.15. Developer's Affirmation Pursuant to Section 11-102.1 of the Act. The Developer hereby affirms under penalty of perjury that the notice requirements of Section 11-102.1 of the Act, if applicable to this Declaration or to the Condominium, have been fulfilled.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first above written.

WITNESS:

2301 BOSTON STREET LLC

By: _____

Name:

Title:

STATE OF _____ : CITY/COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, 200__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of 2301 BOSTON STREET LLC, a Maryland limited liability company, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said corporation for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My commission expires on _____.

ATTORNEY CERTIFICATION

THE UNDERSIGNED, an attorney admitted to practice before the Court of Appeals of Maryland, hereby certifies that the above instrument was prepared by me or under my supervision.

James C. Oliver
Attorney-at-Law

STATE OF MARYLAND: CITY/COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 200__, before me, a Notary Public for the state and county aforesaid, personally appeared BERNARD DACKMAN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a Trustee under the Deed of Trust, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is his act and deed.

In Witness Whereof, I have set my hand and Notarial Seal, the date first above written.

Notary Public

My commission expires on _____.

STATE OF MARYLAND: CITY/COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 200__, before me, a Notary Public for the state and county aforesaid, personally appeared GORDON B. HEYMAN, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a Trustee under the Deed of Trust, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is his act and deed.

In Witness Whereof, I have set my hand and Notarial Seal, the date first above written.

Notary Public

My commission expires on _____.

STATE OF MARYLAND: CITY/COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 200__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she is the _____ of KEY BANK AND TRUST, that he/she has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

In Witness Whereof, I have set my hand and Notarial Seal, the date first above written.

Notary Public

My commission expires on _____.

CONSENT AND AGREEMENT OF
TRUSTEES AND BENEFICIARY

LESLIE S. RIES and BARRY C. GREENBERG, Trustees, and THE NORTH SHORE JOINT VENTURE, L.L.P., which are, respectively, the trustees and the beneficiary under a Purchase Money Deed of Trust dated January 10, 2001, and recorded among the Land Records of Baltimore City, Maryland, in Liber 1080, page 93, (the "Deed of Trust") from 2301 BOSTON STREET, LLC hereby join in the foregoing Declaration for the express purpose of subjecting all of their respective right, title and interest under such Deed of Trust in and to the real property described in Exhibit A to such Declaration to the operation and effect of such Declaration.

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

IN WITNESS WHEREOF, each of the said trustees and beneficiary has executed and ensealed this Consent and Agreement of Trustees and Beneficiary or caused it to be executed and ensealed on its behalf by its duly authorized representatives, this ___ day of _____, 200__.

WITNESS:

LESLIE S. RIES (SEAL)

BARRY C. GREENBERG (SEAL)

THE NORTH SHORE JOINT VENTURE, L.L.P.
By: Gemini Realty, L.L.C.

By: _____ (SEAL)
Selvin Passen, M.D., Managing Member

STATE OF MARYLAND: CITY/COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 200__, before me, a Notary Public for the state and county aforesaid, personally appeared LESLIE S. RIES, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she is a Trustee under the Deed of Trust, that she has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is her act and deed.

In Witness Whereof, I have set my hand and Notarial Seal, the date first above written.

Notary Public

My commission expires on _____.

STATE OF MARYLAND: CITY/COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 200__, before me, a Notary Public for the state and county aforesaid, personally appeared BARRY C. GREENBERG, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is a Trustee under the Deed of Trust, that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is his act and deed.

In Witness Whereof, I have set my hand and Notarial Seal, the date first above written.

Notary Public

My commission expires on _____.

STATE OF MARYLAND: CITY/COUNTY OF _____ : TO WIT:

I HEREBY CERTIFY that on this ___ day of _____, 200__, before me, a Notary Public for the state and county aforesaid, personally appeared Selvin Passen, M.D., known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Managing Member of Gemini Realty, LLC, a joint venturer of THE NORTH SHORE JOINT VENTURE, L.L.P., that he has been duly authorized to execute, and has executed, such instrument on its behalf for the purposes therein set forth, and that the same is its act and deed.

In Witness Whereof, I have set my hand and Notarial Seal, the date first above written.

Notary Public

My commission expires on _____.

EXHIBIT A

Description of Initial Property Subjected to Condominium

All of that parcel of land in Baltimore City, Maryland, which is described as follows:

EXHIBIT B

Undivided Percentage Interests in Common Elements

and in Common Expenses and Common Profits

4/27

<u>Unit #</u>	<u>Percentage Interest</u>
1	.0625
2	.0625
3	.0625
4	.0625
5	.0625
6	.0625
7	.0625
8	.0625
9	.0625
10	.0625
11	.0625
12	.0625
13	.0625
14	.0625
15	.0625
16	.0625

EXHIBIT B-1

EXPANSION FORMULA

At any stage of development, the percentage interest of the Residential Units and the percentage interest of the Marina Unit may be determined as follows:

1. Divide 1.0000 by the sum of the number of Residential Units, plus 2. The quotient so determined will be the percentage interest of all Residential Units.
2. The product obtained by multiplying the percentage interest for the Residential Units (as determined under 1 above) by 2 will be the percentage interest for the Marina Units.

EXHIBIT C

Initial Form of By-Laws

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